

**ELEVATOR MAINTENANCE AND REPAIR
SERVICES FOR DC PUBLIC LIBRARY
SOLICITATION NO. DCPL-2016-R-0007**

SECTION B - PRICE SCHEDULE

- B.1** The District of Columbia Public Library (DCPL) is issuing this Request for Proposal (RFP) to engage a qualified Contractor to provide the skilled labor, supervision, materials, equipment, and supplies necessary to provide elevator maintenance services, including repairs, testing and inspections for the elevators located at MLK Jr. Memorial Library and its 25 neighborhood branch libraries as described in Section C. See Attachment J. 10 – Form of Offer Letter for library locations and elevator types.
- B.2** The term of the contract will be for a period of one (1) year with an option to extend for four (4) additional one (1) year option periods.
- B.3** The District contemplates award of a fixed-price contract in accordance with DCPL Procurement Regulation 19 DCMR, Chapter 43, Section 4323.
- B.4** An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.9.1.
- B.5** **OPEN MARKET**
- This RFP is being issued in the Open Market with a **35% SBE Set-Aside requirement in accordance with Paragraph H.9**. Contractors that are certified by the District of Columbia, Department of Small and Local Business Development (DSLBD) will receive preference points during the evaluation process in accordance with **Section M.5**.
- B.6** **PRICE**
- See Attachment J. 10 – Form of Offer Letter.

SECTION C - SCOPE

C.1 SCOPE OF WORK

C.1.1 The District of Columbia Public Library (DCPL) is issuing this Request for Proposal (RFP) to engage a qualified Contractor to provide the skilled labor, supervision, materials, equipment, and supplies necessary to provide elevator maintenance services, including repairs, testing and inspections for the elevators listed in Attachment J.10 as described in this Section C.

C.2 ELEVATOR ASSESSMENTS

Within thirty (30) calendar days of award the Contractor shall conduct an assessment of each elevator outlined in this solicitation. The assessment shall include the inspection of all elevator components. The Contractor shall provide a separate report for each elevator that outlines overall condition, needs, estimated time and cost to repair and all other necessary recommendations to include (1) the evaluation of the elevator system and components, (2) the list of maintenance deficiencies and repair items, (3) full records of operational performances (car speeds, door times, etc.), and (4) written recommendations for improving operation/efficiency.

C.3 PREVENTATIVE MAINTENANCE SCHEDULE AND PLAN

The Contractor shall develop and implement a monthly comprehensive elevator preventative maintenance schedule and plan that ensures all elevator equipment is maintained and operating in satisfactory working condition at all times. The Contractor shall adhere to this preventative maintenance plan and guarantee that original operating criteria is maintained at all times in each elevator to include (1) maximum capacity and weight, (2) rated speed in feet per minute, (3) performance times, measured brake to brake, (4) door operation, (5) traffic handling capabilities, (6) response times, and (7) ride quality.

C.4 SERVICE CALL AND PREVENTATIVE MAINTENANCE RECORD BOOK

The Contractor shall maintain and store a service call and preventative maintenance record book that shall be completed at the end of each visit. The service call and preventative maintenance record shall include (1) the date and time of the initial contact, (2) the date and time of the arrival and departure of mechanic, (3) the full name of mechanic and credential, (4) the full explanation of the problem and (5) the steps taken to resolve and/or repair the problem. The contractor shall provide the CA with a full report of all DCPL elevators that were serviced, via email in PDF format.

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C.5 TESTING

C.5.1 The Contractor shall be responsible for conducting a twice yearly Category 1 test at the contract hourly rate.

C.5.2 The Contractor shall be responsible for conducting a 5-year load test with 3rd party inspectors at the contract hourly rate.

C.6 ON CALL REPAIR SERVICES

C.6.1 The Contractor shall perform on-call repair services for each elevator including, but not limited to:

C.6.1.1 The Contractor shall replace/repair elevator equipment not included under regular maintenance services;

C.6.1.2 Provide price proposal to the CA for approval.

C.6.1.3 Respond to service repair calls within 2 – 4 hours.

C.6.1.4 All parts and material used for repairing the elevator equipment shall be the product of the manufacture of the existing equipment and/or approved equivalent to meet the minimum Federal specifications.

C.6.1.5 The Contractor shall provide receipts to substantiate costs for all materials included in each invoice submitted to DCPL for payment.

C.6.1.6 The Contractor shall complete all repair work Monday through Friday between the hours of 7:00 am to 4:00 pm. If necessary and approved by the CA, overtime will be billed at the overtime rate in the contract.

C.6.1.7 The Contractor shall have ample and complete stock of replacement parts sufficient for normal maintenance and repair of all elevators. All new parts shall be genuine products of the original manufacturers of the various types of elevators or of like design and comparison.

C.6.1.8 The Contractor shall overhaul the machine brakes, including disassembly, cleaning, replacement of work components, reassembly and re-adjustment.

C.6.1.9 The Contractor shall repair all door operation motors, door operating driving mechanisms, door hangers, retering cams, and retering cam operating devices.

C.6.1.10 The Contractor shall clean and/or repair all elevator car enclosures, hoist way and car door panels, car gates, frames and sills.

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C.7 MONTHLY MAINTENANCE SERVICES

Monthly preventative maintenance services include but not limited to:

- C.7.1** The Contractor shall provide the following preventative maintenance services to the elevators and all associated components to include, but not limited to the following, on a pre-scheduled and predetermined basis: Cleaning of machine rooms, secondary levels, hoist ways, including the cross beams, rails and brackets, counterweights, frames, car tops, underside of car, hoist way pits, buffers and door hanger; and the contractor shall keep all machinery, devices, or any other parts of the equipment which is subject to rust, properly cleaned and painted at all times.
- C.7.2** The Contractor shall regularly and systematically examine, adjust, lubricate, repair, and clean elevators at a pre-scheduled time, agreeable to the DCPL, and when conditions necessitate, repair and/or replace parts and equipment.
- C.7.3** The Contractor shall inspect all door operating equipment, including motor brushes, belts or chains, contacts, drive canes and clocks; examine all wire ropes and fastenings, check and adjust rope tension.
- C.7.4** The Contractor shall examine traveling cable for wear and position, examine counterweight and tighten all loose belts. When welds are cracked or broken, the contractor must bring the condition to the attention of the CA.
- C.7.5** The Contractor shall ensure that the motor windings and field coils of all motors be dipped in an approved insulating varnish and baked when shop repairs to the same are made, unless written permission is secured from the CA.
- C.7.6** The Contractor shall provide lamps in position indicators, hall lanterns and hall station. If the lamps are the same design but are not commercially available, then the CA should be advised at once for obtaining approval for an alternative.
- C.7.7** The Contractor shall repair or replace contact leads and coils for main controllers and selectors; and blow out and vacuum clean controller(s) motors and motor generator sets. The contractor shall clean, lubricate, repair or replace every component part of the elevator, to provide uninterrupted elevator services in DCPL buildings.
- C.7.8** The contractor shall keep elevators 100% operational at all times.
- C.7.9** The Contractor shall check the bearing for proper operation and wear, examine machine gear teeth for cutting or noise, while riding on the top of the elevator cars, physically check condition and operation of door locking equipment, perform electrical test of door interlock circuits, examine door locks and door closer equipment, clean door channels, examine car and counterweight guide shoe and

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fastening, renew gibs or rollers as necessary, lubricate sliding guide shoes, remove car station cover, blow out and clean the switches and buttons.

- C.7.10** The Contractor shall examine and clean with a “industry standard” solution, and repair as necessary, commutators, brushes and brush holders of all small control motor regulations; thoroughly examine and clean the starters and control panels; check all contactor and relays by hand for wear, cleanliness, and proper adjustment. The contractor shall on an annual basis, perform major preventative maintenance to contactor, relays, switches, timing adjustments, electronic parts, mechanical parts, including door operators, door tracks, hoist motors, cables, indicating lamps, call buttons, and all equipment as originally installed.
- C.7.11** The Contractor shall clean and adjust operation of slowdown and limit switches; examine all moving parts of the governors and safeties for free operation and clean and adjust.
- C.7.12** The contractor shall examine, clean and add oil tote buffers, when necessary; and perform “hand tests” of plunger returns.
- C.7.13** The contractor shall drain machine gear oil; seal any oil leaks; examine gear teeth, and refill with fresh oil.
- C.7.14** The contractor shall lubricate hoist way door hangers track and door arms.
- C.7.15** The libraries under this contract may contain asbestos containing materials (ACMs) throughout the buildings. The Contractor is warned not to disturb any ACMs during the performance of this work. Any disturbance shall be the responsibility of the Contractor and the Contractor shall be liable to abate at their own expense and in accordance with all E.P.A., and other Federal and District Rules and Regulations.
- C.7.16** Upon discovery of any ACMs the contractor shall immediately notify the Contracting Officer and the Contracting Administrator (CA) in via e-mail. The CA shall initiate appropriate action to either abate the asbestos or encapsulate it so that it would be safe to work in the affected areas.
- C.7.17** The contractor shall maintain all elevators at the manufacture’s contract speed unless written authorization is obtained from the CA or representative to do otherwise.
- C.7.18** The contractor shall maintain the hoist way and car door guides in an acceptable condition and shall replace the same when gear exceeds 1/16 inches.
- C.7.19** The contractor shall maintain all fascia, dust covers and guides in proper alignment.
- C.7.20** The contractor shall align all elevator guide rails.

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C.8 NOTIFICATIONS AND RESPONSE TIME(S)

C.8.1 The Contractor shall respond promptly upon receipt of any defect notice which is issued by the Department of Consumer and Regulatory Affairs, Building and Land Regulation Administration, Elevator Section, and inform, in writing, the CA, within twenty-four (24) hours of completion of the work.

C.8.2 **Emergency Service Calls** – Emergency service call consists of promptly responding to requests from DCPL by telephone or otherwise, for an emergency at any hour, day or night. The Contractor shall respond on-site within 2 – 4 hours from notification for all emergency calls.

C.9 CONTRACTOR’S DIRECT CONTACT NUMBER

The Contractor shall provide the CA with a direct contact number for the Contractor’s Project Manager or designee during normal business hours. An answering service will not satisfy this requirement.

C.10 GUARANTEE

C.10.1 The Contractor shall fully guarantee all workmanship and parts furnished and installed under this contract against defect for one (1) year after completion. Defects will be repaired or replaced at no charge to DCPL.

C.10.2 The Contractor shall supply the CA with all warranty information whether it be expressed or implied.

C.11 UNIFORMS

All Contractor personnel and subcontractors working at or in any DCPL library shall be identified by a Photo ID issued by the Contractor which shows the individual’s photograph, contractor’s company name and status as a citizen of the United States. Said ID shall be worn in a conspicuous place and be made available for inspection upon request by the CA or other District government personnel.

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C.12 CONTRACTOR PERSONNEL CHECK-IN PROCEDURES

C.12.1 MLK Library - All Contractor personnel shall be required to check in with the DCPL Engineer's Office upon arrival at the Library by calling (202) 727-1328.

C.12.2 Branch Libraries - All Contractor personnel shall be required to check in at the circulation desk of each branch library by signing the Contractor's Log Book, located at the circulation desk of each branch library.

C.13 APPLICABLE DOCUMENTS

The contractor shall adhere to all elevator governing codes and governing bodies to include American Society of Mechanical Engineers (ASME) PUBLICATION A17.1, "Safety Code for Elevators and Escalator," herein referred to as "the Code," and operational guidelines established by the D. C. Municipal Regulations CDCR 12A-101A (2010).

C.14 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor and all of its subcontractors (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. The Contractor shall submit a copy of any required licenses or certifications with their proposal submission package.

C.15 MEETINGS

The Contractor shall meet with the CA as often as determined necessary. A mutual effort will be made to resolve any and all problems identified. The purpose of these meetings will be to discuss the Contractor's performance, areas of deficiencies, areas of satisfaction, and tenant needs or concerns. Frequencies of these meetings may be increased or decreased depending upon performance as determined by the CA.

C.16 CONFORMANCE WITH LAWS

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

C.17 ADD OR DELETE

DCPL reserves the right to add or delete elevators with the appropriate monetary adjustment.

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SECTION D - PACKAGING AND MARKING

[This section is not applicable to this solicitation and is intentionally left blank]

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SECTION E - INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract will be governed by Clause Number 4383-42 Inspection of Services – Fixed Price and Clause Number 4383-43 Inspection of Supplies– Fixed Price 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 (Attachment J.1).

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of 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 the Section B of the contract.

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

F.3 The Contractor shall submit to the District, as a deliverable, the report described in Section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to Section G.3.2.

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F.4 NOTICE OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the CA, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by DCPL of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

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 submit proper invoices on a monthly basis or as otherwise specified in this Section G. Contractors shall submit one (1) copy of their invoice with appropriate back-up documentation electronically to the DCPL Accounts Payable (A/P) Unit at invoices.dcpl@dc.gov. The following guidelines will apply to the electronic submittal process:

1. Submit the invoice in Adobe PDF format, ONLY.
2. Invoice must be clearly marked "Original" or "Certified Original".
3. One invoice per electronic submittal.

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice. If the invoice does not comply with these requirements, the Contractor shall be notified of the defect within fifteen (15) calendar days after receipt of the invoice by the DCPL Budget Office.

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Chief Procurement Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

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G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the 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.4.2 DCPL will pay the Contractor on or before the 30th day after receiving proper invoice from the Contractor.

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.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest

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penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

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

G.6.2 Payments to Subcontractors

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

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.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 of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

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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
DCPL
Office of Procurement
901 G Street, NW – 4th Floor
Washington, DC 20001
Telephone: (202) 727-4800
E-mail address: diane.wooden2@dc.gov

G.8 AUTHORIZED CHANGES BY THE 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;

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- 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:
- Jonathan Banks
DCPL
Facilities Operations Manager
901 G Street, NW - 4th Floor
Washington, DC 20001
Telephone: (202) 442-6067
Email: jonathan.banks@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 task 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.

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G.10 ADJUSTING PAYMENTS

G.10.1 Payments may be adjusted if any services do not conform to contract requirements. The CA will inform the contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.

G.10.2 The Contractor may, within ten (10) business days of receipt of the notification of the proposed deductions, present to the DCPL CA and CPO specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the ten (10) business day period will be interpreted to mean that the Contractor accepts the deductions proposed.

G.10.3 All or a portion of the final payment may be delayed or withheld until the DCPL CPO makes a final decision on the proposed deduction. If the DCPL CPO determines that any or all of the proposed deductions are warranted, the DCPL CPO will notify the Contractor, and adjust payments under the contract accordingly.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

H.1.1 At least fifty-one percent (51%) of the Contractor's Team and every sub-consultant's employees hired after the Contractor enters into a contract with DCPL, or after such sub-consultant enters into a contract with the Contractor, to work on this project, shall be residents of the District of Columbia.

H.1.2 Upon execution of the contract, the Contractor and all of its member firms, if any, and each of its sub-contractors and sub-consultants shall submit to DCPL, a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

H.1.3 The Contractor shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 16, date of last revision 07/28/2015, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. 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

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made.

If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the 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 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

(2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CPO the Contractor's compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CPO for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges,

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Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

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

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

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

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

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H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

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- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the

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costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

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

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

H.9.2 **Subcontracting Plan**

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. Each subcontracting plan shall include the following:

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

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

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

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

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

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

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H.9.2.7 Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the CPO, and submit periodic reports, as requested by the CPO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;

H.9.2.8 A list of the type of records the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor will make such records available for review upon the District's request; and

H.9.2.9 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

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

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 **Subcontractor Standards**

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

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

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

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

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

H.10 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.12 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified Section M are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the DCPL CPO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CPO for any proposed substitution of key personnel.

H.13 [INTENTIONALLY LEFT BLANK]

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.14.4 Allowable Subcontracting Requirements

H.14.4.1 The Contractor shall ensure that all activities carried out by its subcontractors conforms to the provisions of this contract.

H.14.4.2 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.14.4.3 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.

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H.14.4.4 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.14.4.5 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.14.5 Subcontractor Standards

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

H.15 SUSPENSION OF WORK

H.15.1 In the event services are not provided or required by the District because the library is closed due to unanticipated circumstances, deductions to the Contractor's price normally payable to Contractor will be computed as follows.

H.15.2 The deduction rate in dollars per day will be equal to the per month contract price for the library, divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).

H.15.3 The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.

H.15.4 Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.

H.15.5 In the event services are provided for portion of days, appropriate adjustments will be made by the CA to assure the Contractor is compensated for services provided.

H.16 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.

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.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards,

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process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

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- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Chief Procurement Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

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- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, 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.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, 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 this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or 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 then current version of the source code supplied under this 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.
- I.5.11** 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.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

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

I.8.1 GENERAL REQUIREMENTS. The Contractor 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 CPO 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 CPO. 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-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CPO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CPO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CPO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

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2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide 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.

I.8.2 DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

I.8.3 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.**

I.8.4 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.

I.8.5 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.

I.8.6 NOTIFICATION. The Contractor shall immediately provide the CPO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CPO.

I.8.7 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. Evidence of insurance shall be submitted to:

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Diane Wooden, CPO
DCPL
901 G Street, NW – 4th Floor
Washington, DC 20001
Telephone: (202) 727-4800
E-mail: diane.wooden2@dc.gov

I.8.8 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.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

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I.12 GOVERNING LAW

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

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 Contracting Officer'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 Contracting Officer, 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.

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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,

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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.12.2.2.3 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.12.2.2.4 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.12.2.2.5 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.12.2.2.6 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 subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

I.12.2.2.7 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.12.2.2.8 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.

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I.12.2.2.9 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.

**SECTION J
LIST OF ATTACHMENTS**

The following list of attachments are incorporated into the solicitation.

Attachment Number	Document
J.1	Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009
J.2	U.S. Department of Labor Wage Determination (Wage Determination No. 2005-2103, Revision No. 16 dated July 8, 2015
J.3	Department of Employment Services First Source Employment Agreement
J.4	2015 Living Wage Notice
J.5	2015 Living Wage Fact Sheet
J.6	Tax Certification Affidavit
J.7	E.E.O. Information and Mayor’s Order 85-85
J.8	Contractor’s Past Performance Evaluation Form
J.9	Subcontracting Plan Form
J.10	Form of Offer Letter

**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 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Contractor, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the Contractor is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY
OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Contractor for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

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Contractor _____ Date _____

Name _____ Title _____

Signature _____

Contractor ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Contractor ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subContractors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The Contractor hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Contractor shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" shall benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the Contractor is considered to be a certification by the signatory that:
- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
 - 2) The prices in this contract have not been and shall not be knowingly disclosed by the Contractor, directly or indirectly, to any other Contractor or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or shall be made by the Contractor to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the Contractor's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Contractor's organization);

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- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Contractor deletes or modifies subparagraph (a)(2) above, the Contractor must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each Contractor must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.6.

**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 a single contract resulting from this solicitation to the responsible Contractor 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 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 four (4) 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-2014-R-0051, 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.

2. Names

Include the firm/team name on each page.

3. Offerors shall submit proposals in response to this solicitation in English.

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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

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

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

4. The Contractor's full legal name, address, and phone number.
5. Identification of the Contractor's authorized representative, the representative's title, phone number and e-mail address.
6. 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.
7. Description of the Contractor's organization.
8. 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
9. Signature of an authorized representative of the Contractor's organization.

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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.....Relevant Experience & Past Performance

Section 5.....Technical Approach

Section 6..... Management Approach

Section 7.....Key Personnel & Resumes

Section 8.....SBE/CBE Utilization Plan

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.10**. 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 (See Attachment J.10)

Section 3.....Licenses and Reps and Certs

Section 4.....First Source Employment Agreement

Section 5.....EEO Information Report

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Section 6..... Subcontracting Plan Form

Section 7.....Tax Affidavit

**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 **December 11, 2015** (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 and one (1) or more of the following circumstances apply:

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

L.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 Postmarks

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

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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 via email to diane.wooden2@dc.gov no later than **2:00 pm on November 30, 2015**. The District will not consider any questions received after **2:00 pm on November 30, 2015**. 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. The District will post the response to Contractor questions on the DCPL website at <http://dclibrary.org/about/opportunities>, click on “Blog”.

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.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 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.

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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.6.2 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.7 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.8 PROPOSAL PROTESTS

L.8.1 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.8.2 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.

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L.9 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.10 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.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

L.13 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.14 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 within fourteen (14) days of contract award to:

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SOLICITATION NO. DCPL-2016-R-0007**

Diane Wooden
DCPL CPO
Office of Procurement
901 G Street, NW – 4th Floor
Washington, DC 20001
diane.wooden2@dc.gov

L.15 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.16 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.17 LEGAL STATUS OF CONTRACTOR

Each proposal must provide the following information:

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

L.17.2 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

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L.17.3 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.18 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.19 STANDARDS OF RESPONSIBILITY

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

L.19.2 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.3 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.4 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.5 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.6 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.7 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.8 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

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L.19.9 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.20 PRE-PROPOSAL CONFERENCE

This section is not applicable to this RFP.

L.21 PROPOSAL EVALUATION

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

L.22 RELEVANT EXPERIENCE AND PAST PERFORMANCE

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

L.23 TECHNICAL APPROACH

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

L.24 MANAGEMENT APPROACH

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

L.25 SBE/CBE UTILIZATION PLAN

Each Offeror shall submit the information required by Section M.2.4.

L.26 PRICE

Each Offeror shall submit the information required by Attachment J.10.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 EVALUATION CRITERIA

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

M.2.1 Relevant Experience and Past Performance (0 - 25 points)

M.2.1.1 This factor will be evaluated based on the relevance, breadth and quality of the Offeror's recent past performance on similar types of work. The Contractor shall have a minimum of five (5) years experience providing elevator maintenance, repair and inspection services. This factor will be evaluated based on the relevance, breadth and quality of the Offeror's recent past performance on similar types of work. DCPL will evaluate the Offeror's past performance based on evaluations provided by contractor clients. In addition, DCPL reserves the right to perform customer surveys only for those contracts that are deemed by the Offeror to be most relevant to this procurement.

M.2.1.2 The Offeror shall list similar contracts completed or on-going within the last five (5) years. The Offeror shall identify and describe from the list, three (3) or more of the recent ongoing or successfully completed projects performed by the Offeror as the Prime Contractor. **Recent** is defined as within the last three (3) years. **Relevant** is defined as work similar in complexity, magnitude and price to the work identified in the SOW. An Offeror without a record of past performance or for whom information on relevant past performance is not available will be evaluated as neutral.

This information may be provided in a table format that includes the following:

1. Name of the client;
2. Title and description of the project;
3. Contract number;
4. Total dollar amount of the contract;
5. The contract's period of performance; and

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6. Name and title of the contact person and the contact person's telephone number and email address.

M.2.2 Technical Approach (0 - 20 points)

The Offeror shall provide a discussion of the Offeror's approach and methodology to successfully fulfill the required services. The discussion shall clearly and concisely demonstrate the Offeror's understanding of the District's requirements.

M.2.3 Management Approach (0 - 20 points)

M.2.3.1 This factor will be evaluated based on the extent to which the Offeror demonstrates its effectiveness, adequacy, and appropriateness of its proposed Management Plan to successfully manage the requirements set forth in Section C. The Management Plan at a minimum shall include:

- a. A discussion about the Project Manager and staff's expertise with inspection, testing and repair of elevators. Include resumes, certifications, etc. of the Project Manager and key staff. Key Personnel shall serve in their specified roles unless DCPL approves of the proposed replacement in writing. **See Paragraph H.12.**
- b. Management Plan for oversight of all services to include plan for receiving calls, scheduling and record retention.
- c. A discussion about Offeror's dispatch capability if applicable.
- d. Plan or procedures to monitor employees and subcontractors during the contract period.
- e. A description of Offeror's billing process.

M.2.4 SBE/CBE UTILIZATION PLAN (0 - 10 points)

DCPL desires the selected Contractor to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors shall submit a SBE/CBE Utilization Plan that describes current or demonstrated past SBE/CBE utilization experience and/or how this goal will be met.

M.2.5 Price (0 - 25 Points)

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

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Lowest Price Proposal
----- X 25 = Evaluated Price Score
Price of Proposal Being Evaluated

M.2.6 PREFERENCE POINTS

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

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 shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Contractor.

M.4.2 In connection with any discount offered, time shall 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, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals

from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in

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response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

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

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

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

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

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street NW, Suite 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.