

## **SECTION A - HISTORY AND BACKGROUND**

The District of Columbia Public Library (DCPL) is an independent agency of the District government that operates and manages the public library system for the Nation's Capital.

The DC Public Library was created by an act of Congress in 1896 "to furnish books and other printed matter and information service convenient to the homes and offices of all residents of the District." The establishment of the library was largely due to the long and arduous efforts of Theodore W. Noyes, editor of *The Evening Star*. Mr. Noyes served as president of the Board of Library Trustees for 50 years.

From 1898 until 1903, the DC Public Library was located in a house at 1326 New York Ave. NW. In 1899, philanthropist and library enthusiast Andrew Carnegie donated funds to build the Central Library at Mount Vernon Square. In 1903, the new Central Library was dedicated in a ceremony attended by President Theodore Roosevelt.

The first branch of the DC Public Library was built in 1911 in Takoma Park. Soon after, additional facilities were added. The library system now includes 25 neighborhood libraries -- three of which are Carnegie built -- and one central library.

In 1972, the Central Library at Mt. Vernon Square was replaced by the large, modern Martin Luther King Jr. Memorial Library at 9th and G streets NW. The new main library was designed by Mies van der Rohe and is eight times the size of the original Carnegie Library.

On March 4, 2017, the [Martin Luther King Jr. Memorial Library closed for modernization](#) with a re-opening anticipated in 2020.

**SECTION B: PRICE - SUPPLIES AND/OR SERVICES**

**B.1** The District of Columbia Public Library (DCPL) is issuing this Request for Proposals (RFP) to establish multiple awards with qualifying Contractors to provide processed shelf-ready books, materials and selected services to build and maintain book and media collections for adult, teen and juvenile audiences for DCPL and the DC Public Schools (DCPS) libraries. DCPL and DCPS will each have their own individual processing and cataloging specifications.

DCPL serves a population of more than 600,000 people at its 25 branch locations. DCPL currently uses the SirsiDynix Symphony Integrated Library System.

DCPS serves more than 49,000 students and 7,000 teachers in 116 school locations. DCPS currently uses the Follett Destiny LMS.

DCPL contemplates award of multiple Indefinite Delivery – Indefinite Quantity type contracts.

**B.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ)**

**B.2.1** This is an ID/IQ contract for the services specified and effective for the period stated.

**B.2.2** DCPL intends to award contracts to multiple vendors and therefore cannot guarantee the actual amounts which will be purchased from any one (1) vendor. DCPL in its sole discretion will decide which selected vendor is most suitable to provide required materials and services for each order.

**B.2.3** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.11. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

**B.2.4** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contractor's effective period; provide, that the contractor shall not be required to make any deliveries under this contract after the contract expiration date.

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**B.2.5** 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 OPEN MARKET**

This RFP is being issued in the **open-market with a 35% SBE/CBE subcontracting 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**. The Contractor shall submit with the proposal, a copy of its CBE certification letter issued by DSLBD.

**B.4 PRICE**

See **Attachment J. 10** – Form of Offer Letter.

## **SECTION C - SCOPE**

### **C.1 SCOPE OF WORK**

**C.1.1** DCPL is seeking the services of multiple Contractors to provide processed and unprocessed shelf-ready books, materials and selected services to build and maintain book and media collections for adult, teen and juvenile audiences for DCPL and DCPS libraries. DCPL and DCPS will each have their own individual processing and cataloging specifications.

**C.1.2** DCPL seeks a wide range of vendor services for cost effective and timely provision of books, audio books, DVD's, CD's, eBooks, Audiobooks, and kits, as well as selection tools, physical processing, ability to drop ship, cataloging and other value added services.

**C.1.3** Value added services include but not limited to web based bibliographic resources, selection lists, automatic order plans and other selection tools, electronic transmission of orders and selection lists, electronic order status updates, MARC catalog records and shelf-ready item services including adaptive and copy cataloging as needed, original cataloging, physical processing and shelving services.

### **C.2 GENERAL REQUIREMENTS**

#### **C.2.1 Selection Tools**

The Contractor shall provide the following selection and collection development services. The Contractor shall list in their proposal any charges or fees associated with use of the company's bibliographic database and/or other Vendor-supplied selection tools, services, and resources.

##### **C.2.1.1 Bibliographic Products and Tools with "In-Stock" Information**

The Contractor shall describe their ability to provide each of the following:

- "In-stock" information.
- Unique login and password to allow personalized use, with administrative oversight capability to aggregate work and create a shared environment for all library users.
- Building and maintenance of selection carts from scratch or by importing lists provided by the vendor or by bulk ISBN.

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- Enhanced information about titles, including jacket art, extended bibliographic and marketing information, and reviews from nationally recognized professional sources.
- Robust and flexible searching capability including the ability to filter on a variety of data sources and to access to search history.
- The ability to allocate each title so that local distribution information and/or funding can be entered and downloaded in any of the formats described above.
- Function that allows the creation and maintenance of a locations and funds table that can be accessed and attached to a selection cart.
- The ability to create grid templates from the location and fund tables and attach them to one or a group of selections.
- The download of selection lists in variety of forms, including delimited text, Excel, pdf, and brief or full MARC.
- The MARC record loads allow for either self-serve or vendor-assisted customization.
- The upload of titles into a cart via a unique identifier such as an ISBN or OCLC number.
- The electronic transmission of orders and subsequent tracking of the orders.
- Formal and informal training and support of this product should be provided at no additional cost. This includes site visits and webinars.
- Interface with Follett Destiny for MARC record import.
- The ability to view and compare any/all carts to each site's existing collection from a site and District view.

**C.2.1.2 Customized Collection Development Services**

The Contractor shall describe their ability to provide each of the following:

- A customized collection development that provides a full range of services, including a mechanism to profile Library material needs in detail and the creation of custom order lists based on those profile.
- Delivery of the custom lists that can be manipulated using the web-based information and selection database as described above.

### **C.2.1.3 Automatic and Standing Order Purchase Plans**

The Contractor shall describe their ability to supply each of the following:

- Auto-ship services for popular materials and other materials that are published annually or on a continual and predictable basis. Examples would be print reference annuals, children and teen series titles, travel books, test books and guides, large print books, consumer buying guides, high demand popular material, etc.
- Management of these plans through the web-based information and selection database as described above.

### **C.2.1.4 Processing Services for Printed Materials and Media**

The Contractor shall:

- Describe flexibility in adapting to continual changes to processing specifications.
- Describe whether the company can supply the listed processing services for the components that are being proposed. Describe the types and brands of processing materials used. Proposals shall include delivery lead times.

## **C.3 CATALOGING**

The Contractor shall enumerate and describe the various options for cataloging (from computer generated to custom) and item linking. The Contractor shall describe in detail, the benefits and limitation of each cataloging and linking service including whether the service has an impact on the delivery of titles before street/release date as well as the total amount of time required for each service. Include how bibliographic and items records are delivered to DCPL and DCPS.

### **C.3.1 Listed below are the cataloging requirements for all Offerors:**

- Flexibility in adapting to continual changes to cataloging specs.
- The seamless delivery of appropriate attributes from DCPL and DCPS to the Contractor using either EDI or the Contractor's web site.
- Delivery of all records via FTP or Contractor's web site prior to the shipment of materials.
- Seamless load of MARC records enriched with 9xx tags into the system with all titles previously existing in DCPL and DCPS catalogs overlaid properly.

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- Provide OCLC records. Contractor shall be responsible for updating holdings in OCLC and/or coordinating with DCPL or DCPS in batch updates for the titles they catalog.
- Distinguish between duplicates and titles that are new to the system, providing for the seamless load of MARC records enriched with 9xx tags into the system with all items of titles previously in DCPL and DCPS catalogs properly added.
- Create non-unique call numbers.

**C.4 ORDERING OF MATERIAL**

**C.4.1** The Contractor shall meet the following requirements:

- Support of the following order methods:
  - a. Electronically: using the vendors web based system.
  - b. By telephone: using a toll free number.
  - c. By email.
- Supply of materials in response to orders from the Library. An order is a request for a specific title, consistent with a specific quantity.
- The Contractor must have a well-stocked warehouse or warehouses to allow for quick turnaround of material ordered.
- Supply requested materials from in house stock, backorder if not in stock and be filled within an agreed upon time frame or automatically cancelled.
- Cascading order capability in the case of multiple warehouses.
- DCPL will not accept partial shipments, however DCPS will accept partial shipments if necessary.
- All materials shall be new and in excellent condition. Contractor shall immediately replace any items damaged in packing or shipping.
- Packaging shall be in excellent condition.
- The Contractor shall have the ability to set-up multiple accounts for varied processing, invoicing and fund accounting.

#### **C.4 RECEIVING AND INVOICING OF MATERIALS**

**C.4.1** The Contractor shall be able to meet the following requirements, but this could change. Include information regarding electronic invoicing capabilities.

- Packing slips included with all shipments and boxes containing packing slips are clearly labeled as such.
- Value added services (processing and cataloging) must be added to product invoices.
- When ordered pre-publication, material will arrive in the branches within three days prior to or following the product's official release date.
- Delivery of materials as dictated by the account setups. Shipping shall be free of charge. Some materials will be delivered to a central location but most will be drop-shipped directly to various libraries located throughout the District of Columbia.
- Charging of drop-shipped items to an aggregate invoice. Each drop-shipped package requires a packing slip listing in detail the contents of the shipment and a reference to the aggregate invoice number. Aggregate invoice will be shipped to a central location. No invoices shall be sent to an individual library other than the central location.
- Those items centrally shipped require a master packing slip for the entire shipment, a packing slip per package and two copies of the invoice for the shipment. Packing slips should list the contents of the shipment/package in detail with a reference to the invoice number.
- Electronic invoices to be loaded prior to the delivery of material.
- Up-to-date tracking information on any shipment delivered to DCPL via the Contractor's web based system and email.

#### **C.5 ELECTRONIC DATA INTERCHANGE (EDI)**

**C.5.1** The Offeror shall describe how they will meet the following requirement:

Accept orders, claims and cancellations and provide claim responses, order acknowledgements and invoice data via EDI.



**C.6 CREDITS AND RETURNS**

The Offeror shall include in the proposal a description of its policy for cancellations, issuing of credit and acceptance of returns for damaged shipments, short shipments, wrong titles supplied, etc.

**C.7 REPORTS**

**C.7.1** The Offeror shall describe how they will meet the following requirements:

- For orders submitted to contractor via electronic interface, electronic confirmation report sent on or before the following business day. The report shall list the purchase order numbers, titles, ISBN's and quantities of the materials ordered. The report shall state whether titles will be shipped immediately, are on back order, or are cancelled.
- Monthly Back order status reports that include listing of titles and reason for back order.
- Monthly cancellation reports that show which titles are cancelled and the reason for cancellation. Cancellation reports include titles cancelled because the order was not filled within ninety (90) calendar days, except for titles not yet published. Order status for titles not yet published will not be changed without approval of contract administrator.
- Back order and cancellation title information accessible from company's website.
- Monthly statement of outstanding invoices and credits.

**C.8 CUSTOMER SERVICE**

**C.8.1** The Offeror shall describe how they will meet the following requirements:

- A customer service site from which up-to-date information on orders and shipments can be accessed. Integration of this product with the web-based tool referenced above is a plus.
- A specific and reliable customer service representative as a contact for all issues.
- Continual and ad-hoc reports as needed for invoices, backorders, claims, cancellations, etc.

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**C.9 FULLFILLMENT**

**C.9.1 Turnaround time:**

The Offeror shall describe its average turnaround time (including physical processing and cataloging of materials) for:

- Rush Orders
- In-stock items
- No stock or insufficient stock items

DCPL requires that all titles marked by the contractor as eligible for delivery by “street date” (fully processed and cataloged) are delivered to library before said street date.

**C.9.2 Fill Rates:**

The Offeror shall describe its average fill rates using percent (%) figures for the following categories of materials:

- Adult Books
- Young Adult Books
- Children’s Books
- Large Print Books
- World language Books (non-English)
- DVDs
- Audiobooks
- Music CDs

**C.10 DCPL AND DCPS SPECIFICATIONS**

DCPL and DCPS Specifications (books, media, audio, etc.) to be used for processing will be given to successful awardees after contract award.

**SECTION D - PACKAGING AND MARKING**

**D.1 PACKAGING**

**D.1.1** Packages shall weigh no more than fifty-five (55) pounds and are to be standard uniform size, approximately 20” long X 12” deep. Packages are to be sealed not tied.

**D.1.2 For DCPS** – Items must be packed in true Dewey order within each box with a corresponding master packing list also in Dewey order. All boxes shall be prominently labeled with the corresponding Dewey range that is inside, along with which number the box is in the series of boxes shipped (ex: Box 3 of 13).

**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**).

**E.2 INSPECTION AND ACCEPTANCE**

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

**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 Form of Offer Letter.

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

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

**SECTION G - CONTRACT ADMINISTRATION**

**G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> 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](mailto: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.
4. The Contractor shall submit monthly the Work Completion Reports along with the monthly invoice. The work completion report shall include the signature of the branch manager or their designee.

**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 DCPL Chief Procurement Officer;

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

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

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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.



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**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.

**G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

**G.7 CHIEF PROCUREMENT OFFICER (CPO)**

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

Diane Wooden, CPO  
DC Public Library  
Office of Procurement  
1990 K Street, NW – Suite 500  
Washington DC 20006  
Telephone: (202) 727-4800  
E-mail: diane.wooden2@dc.gov

**G.8 AUTHORIZED CHANGES BY THE DCPL CPO**

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

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

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

**G.9 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CPO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the

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contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1** Keeping the CPO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CPO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CPO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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

Sheryl Katzin  
Associate Director of Collections  
DC Public Library  
1990 K Street, NW – Suite 500  
Washington DC 20006  
(202) 727-3268  
Email: [sheryl.katzin@dc.gov](mailto:sheryl.katzin@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.

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

**G.10 ORDERING LIMITATIONS**

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

**G.10.2 Maximum Order:** The maximum order limitation for each contract and the total of all the TOs issued to a single Contractor during any one (1) contract year or option year period will be determined prior to contract award.

**G.11 ORDERING CLAUSE**

**G.11.1** Any services to be furnished under this contract must be ordered by issuance of TOs signed by the CPO. Such TOs may be issued during the term of this contract.

**G.11.2** All TOs are subject to the terms and conditions of this contract. In the event of a conflict between a TO and this contract, the contract shall control.

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

## **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 10<sup>th</sup> 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 DETERMINATION**

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 6, date of last revision 5/8/2017, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as **Attachment J.4** of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

**H.3 PUBLICITY**

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

**H.4 FREEDOM OF INFORMATION ACT**

**H.4.1** The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made.

**H.4.2** If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

**H.5.1** 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 (Attachment J.3), 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.

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

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

**H.5.4** If the contract amount is equal to or greater than \$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;

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the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

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

**H.5.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the 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](http://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](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet included herein as **Attachment J.5** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice included herein as **Attachment 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;
- 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

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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.9.2.10** The Subcontracting Plan Form is included herein as **Attachment J.6**.

**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 21<sup>st</sup> 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.14 CONTRACTOR RESPONSIBILITIES**

- H.14.1** The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.
- H.14.2** The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.
- H.14.3** The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

**H.15 ALLOWABLE SUBCONTRACTING REQUIREMENTS**

- H.15.1** The Contractor shall ensure that all activities carried out by its subcontractors conforms to the provisions of this contract.
- H.15.2** It shall be the responsibility of the Contractor to ensure that its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor shall not be relieved of the contract requirements.
- H.15.3** The Contractor shall notify the DCPL CPO in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) calendar days prior to the effective date of the termination, unless immediate termination of the subcontract is necessary to protect the health and safety of staff or prevent fraud and abuse. In such an event, the Contractor shall notify the CA immediately upon taking such action.
- H.15.4** If DCPL determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract, the District may terminate this contract for default.
- H.15.5** The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with DCPL and that the subcontractor look solely to the Contractor for payment for services rendered.

**H.16 SUBCONTRACTOR STANDARDS**

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

**H.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.

**H.17 GENERAL PROHIBITIONS OF GENDER IDENTITY OR EXPRESSION**

It is unlawful for any person or entity, including agencies of the District of Columbia government and its contractors, to discriminate against a person in employment, housing, public accommodations, or educational institutions on the basis of that person's actual or perceived gender identity or expression, pursuant to 4 DCMR §§801(e) – 808,899.1. See the Gender Identity and Expression Policy and Factsheet included herein as **Attachment J.7**.

**H.18 CONTRACT TERMINATION**

**H.18.1** In accordance with District of Columbia Public Library Title 19, DCMR, Chapter 43 Procurement, Section 4372:

**H.18.1.2** The CPO shall terminate contracts for default or convenience only by written notice to the Contractor. The CPO shall have the discretion to determine the manner in which the written termination 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, process

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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  
District of Columbia Public Library  
1990 K Street, NW – Suite 500  
Washington, DC 20006  
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 **Attachment J.8**. 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.

**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 DCPL CPO's written notice:

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

**I.11.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

**I.11.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**I.11.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**I.11.5** Only in accordance with a modification issued by the DCPL CPO, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**I.12 DISCRIMINATION CLAUSES**

**I.12.1 Anti-Discrimination Clause:**

The Contractor:

- I.12.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.12.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.12.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

**I.12.2 Non-Discrimination Clause:**

- I.12.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- I.12.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:
  - I.12.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
  - I.12.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status,

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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.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009
<b>J.2</b>	Bidder/Offeror Certification Form
<b>J.3</b>	Department of Employment Services First Source Employment Agreement
<b>J.4</b>	U.S. Department of Labor Wage Determination (Wage Determination No. 2015-4281, Revision No. 6 dated May 8, 2017)
<b>J.5</b>	2017 Living Wage Notice and Fact Sheet
<b>J.6</b>	Subcontracting Plan Form
<b>J.7</b>	Gender Identity and Expression Policy and Fact Sheet
<b>J.8</b>	E.E.O. Information and Mayor's Order 85-85
<b>J.9</b>	Tax Certification Affidavit
<b>J.10</b>	Form of Offer Letter
<b>J.11</b>	Contractor's Past Performance Evaluation Form
<b>J.12</b>	Cost Price Disclosure Certification Form

**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).

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**K.2 BIDDER/OFFEROR CERTIFICATION FORM**

Offerors shall complete the Bidder/Offeror Certification Form included herein as **Attachment J.2**.

**K.3 TAX CERTIFICATION**

Each Contractor must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as **Attachment J.9**.

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO  
CONTRACTORS**

**L.1 CONTRACT AWARD**

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

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

**L.1.1.2** 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-2017-R-0034, Caption of RFP and Name of Contractor".

1. Numbering

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

3. Names

Include the firm/team name on each page.

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

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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 and L.2.1.

**L.2.4 Executive Summary**

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

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

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

1. Name(s), address(es), and role(s) of each firm (including all subcontractors).
2. The Contractor's full legal name, address, and phone number.
3. Identification of the Contractor's authorized representative, the representative's title, phone number and e-mail address.
4. Identification of the Contractor's Contact Person for the proposals, if different from the representative; the Contact person's address, phone number, and e-mail address.
5. Description of the Contractor's organization.
6. A statement affirming the Contractor's acceptance of the contract provisions as described in Sections A – K including the Standard Contract Provisions of the solicitation; and
7. Signature of an authorized representative of the Contractor's organization.

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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.....Amendments

Section 5.....Project Approach

Section 6.....Relevant Experience and Past Performance

Section 7.....Section K and Bidder/Offeror Certification Form  
(Attachment J.2)

**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 and L.2.1.

**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 (Attachment J.10)

Section 3.....Cost Price Disclosure Certification Form (Attachment J.12)

Section 5.....First Source Employment Agreement (Attachment J.3)

Section 6.....EEO Information Report (Attachment J.8)

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Section 7.....Subcontracting Plan Form (Attachment J.6)

Section 8.....Tax Affidavit (Attachment J.9)

**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 **Wednesday, June 28, 2017 by 2:00 p.m.** (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:

**L.3.1.1** 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;

**L.3.1.2** 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

**L.3.1.3** 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.

**L.3.4 Late Modifications**

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

**L.3.5 Late Proposals**

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

**L.4 EXPLANATION TO PROSPECTIVE CONTRACTORS**

If a prospective Contractor has any questions relative to this solicitation, the prospective Contractor shall submit the question in writing to the contact person, identified on page one. The prospective Contractor shall submit questions no later than **Wednesday, June 14, 2017 by 2:00 p.m.** The District will not consider any questions received **after Wednesday, June 14, 2017.** The District will furnish responses promptly to all other prospective Contractors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.5 FAILURE TO SUBMIT OFFERS**

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

**L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.7.1** Contractors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.



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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.7.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

**L.8 PROPOSALS WITH OPTION YEARS**

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

**L.9 PROPOSAL PROTESTS**

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

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

**L.10 SIGNING OF OFFERS**

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be

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accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.11 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.12 RETENTION OF PROPOSALS**

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

**L.13 PROPOSAL COSTS**

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

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

In addition to other proposal submission requirements, the Contractor must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order

for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

**L.15 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within seven (7) calendar days of contract award to:

Diane Wooden  
DC Public Library  
Chief Procurement Officer  
1990 K Street, NW – Suite 500  
Washington, DC 20006  
diane.wooden2@dc.gov

**L.16 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.17 BEST AND FINAL OFFERS**

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

**L.18 LEGAL STATUS OF CONTRACTOR**

Each proposal must provide the following information:

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

**L.18.2** A copy of each District of Columbia license, registration or certification that the Contractor is required by law to obtain. This mandate also requires the Contractor to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Contractor is required by law to make such certification. If the Contractor is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.18.3** If the Contractor is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.19 FAMILIARIZATION WITH CONDITIONS**

Contractors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.20 STANDARDS OF RESPONSIBILITY**

- L.20.1** 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 seven (7) calendar days of the request by the District.
- L.20.2** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.20.3** 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.20.4** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.20.5** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.20.6** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.20.7** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.20.8** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.20.9** 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.

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**L.21 PRE-PROPOSAL CONFERENCE**

**L.21.1** DCPL will not hold a pre-proposal conference. Contractor's shall submit their written questions to the DCPL Chief Procurement Officer via email to [diane.wooden2@dc.gov](mailto:diane.wooden2@dc.gov) by **2:00 p.m. on June 14, 2017**, in order for DCPL to generate an official answer. Official answers will be posted on the DCPL website at <http://www.dclibrary.org/about/opportunities>.

**L.22 PROPOSAL EVALUATION**

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

**L.23 PROJECT APPROACH**

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

**L.23 RELEVANT EXPERIENCE AND PAST PERFORMANCE**

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

**L.26 PRICE**

Each Offeror shall submit the information required by Section M.2.3 and **Attachment J.10** – Form of Offer Letter.

**SECTION M - EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

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

**M.2 EVALUATION CRITERIA**

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

**M.2.1 Project Approach (0 - 40 points)**

The Offeror shall describe their approach and methodology to successfully fulfill the required services specified in Section C of this RFP. The discussion shall clearly and concisely demonstrate the Offeror's understanding of DCPL's requirements. The discussion shall address at a minimum the following requirements:

- a. Contractor's demonstrated ability to meet requirements (includes fulfillment measures, selection tools, ordering and receiving, processing cataloging, and reports).
- b. Other value added services offered by the Contractor.
- c. Program Administration and Customer Service Support.

**M.2.2 Relevant Experience and Past Performance (0 - 30 points)**

**M.2.2.1** DCPL desires to engage a Contractor with the experience necessary to realize the objectives set forth in Section C of this RFP.

The Offeror shall provide at a minimum the following to demonstrate the Offeror's relevant experience and past performance:

- a. A description of the Offeror's overall experience as a prime contractor or a subcontractor providing services similar in size and scope as those described in Section C.

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- b. A list of **all** contracts the Offeror has worked on in the last five (5) years similar in size and scope to those described in Section C. For purposes of this paragraph, similar shall mean comparable scopes of work, similar complexity, and comparable price. This information may be provided in a table format; however, it should include the following:
  - 1. Name and title of the contact person and the contact person's telephone number and email address.
  - 2. Description of work performed.
  - 3. Contract Number.
  - 4. Total dollar amount of the contract.
  - 5. The contract's period of performance.
  - 6. A minimum of three (3) verifiable written Past Performance Evaluations from current or former clients.

**M.2.3 Price (0 - 30 Points)**

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

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times 30 = \text{Evaluated Price Score}$$

**M.2.4 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**

**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.



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

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

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

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

**M.5.2 Maximum Preference Awarded**

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

**M.5.3 Preferences for Certified Joint Ventures**

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

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

**M.5.4.1** Any 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:

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Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 4<sup>th</sup> 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.