

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

The District of Columbia Public Library (DCPL) is an independent agency of the District of Columbia government that operates twenty-six (26) libraries throughout the District of Columbia. The libraries are open seven days per week and receive approximately four million annual visits. The DCPL system consists of the Martin Luther King Jr. Memorial Library and its twenty-five (25) neighborhood branch libraries. Each neighborhood library is located in a residential setting and the landscape plantings range from traditional grass, trees and shrubs to indigenous plantings based upon LEED guidelines.

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

**B.1** The District of Columbia Public Library (DCPL) is issuing this RFP to engage a qualified Contractor to furnish all vehicles, labor, management, supervision, materials, supplies and equipment necessary to include both Periodic Landscaping Maintenance Services and additional Supplemental Landscaping Services (such other related services described herein) at nineteen (19) neighborhood branch libraries.

**B.1.1** DCPL contemplates the award of one (1) firm-fixed price Contract with a cost reimbursement component to be paid on a time & material basis.

**B.1.2** The term of the contract will be for a period of one (1) year with an option to extend for four (4) additional one (1) year option periods.

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

**B.2.1** This RFP is being issued in the **Set-Aside Market with a 35% SBE subcontracting requirement for contracts in excess of \$250,000**, under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended. 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.2.2** An Offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the Offeror fails to submit the subcontracting plan. A Subcontracting Plan form is incorporated as **Attachment J.4**.

### **B.3 PRICE**

The District contemplates the award of one (1) fixed-price Contract with supplemental services performed on a **TIME-AND-MATERIAL** basis. The fixed-price Contract resulting from this RFP shall contain the following types of price and cost components:

- a) Periodic Services for each Property Site shall be priced based on firm-fixed, flat rates per cycle.
- b) An established Cost Reimbursement Ceiling for all Supplemental Landscaping Services shall be performed on a Time and Materials basis as follows:

**LANDSCAPE MAINTENANCE AND SUPPLEMENTAL LANDSCAPE SERVICES  
FOR THE DISTRICT OF COLUMBIA PUBLIC LIBRARY  
SOLICITATION NO. DCPL-2021-R-0007**

The Firm-Fixed, Direct Labor Hourly rates for supplemental services provided pursuant to established ordering ceiling limits shall be the Contractor’s sole method of compensation and as such, shall be sufficient to cover all of the services including, but not limited to, all labor, supplies, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, overhead and profit tied to the Contractor’s firm, fixed price rates. As a result, the cost of materials and supplies shall be furnished to DCPL “at cost.” DCPL will not grant or accept any mark-ups on the Contractor’s materials and supplies. Below is the Cost Reimbursement table for the base and four (4) option years.

<b>Item Description</b>	<b>Base Year NTE Amount Per Year</b>	<b>Option Year 1 NTE Amount Per Year</b>	<b>Option Year 2 NTE Amount Per Year</b>	<b>Option Year 3 NTE Amount Per Year</b>	<b>Option Year 4 NTE Amount Per Year</b>
Reimbursable Materials	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>

Also, see the attached Form of Offer Letter (Attachment J.10).

## **SECTION C - SCOPE**

**C.1** The District of Columbia Public Library (DCPL) is seeking the services of a qualified Contractor to furnish all vehicles, labor, management, supervision, and materials necessary to include both Periodic Landscaping Maintenance Services (mowing, mulching, pruning, leaf removal, weeding, and additional Supplemental Landscaping Services at nineteen (19) neighborhood branch libraries.

### **C.2 SCOPE OF WORK**

During the Contract term, the Contractor shall fully perform comprehensive Periodic Landscaping Maintenance in accordance with the manner, time and other requirements set forth within the Scope of Work at the following nineteen (19) neighborhood branch libraries:

1. Anacostia
2. Capitol View
3. Cleveland Park
4. Dorothy I. Height/Benning
5. Francis A. Gregory
6. Georgetown
7. Juanita E. Thornton/Shepard Park
8. Lamond-Riggs (*Currently closed for reconstruction. Info on reopening will be provided when construction is completed.*)
9. Mount Pleasant
10. Northeast
11. Palisades
12. Petworth
13. Southeast
14. Southwest (*Under construction. Anticipated to reopen in Spring 2021. Pricing should be provided upon notice.*)
15. Takoma Park
16. Tenley-Friendship
17. Watha T. Daniel/Shaw
18. William O. Lockridge Bellevue
19. Woodridge

### **C.3 DCPL RIGHT TO ASSIGN ADDITIONAL PROPERTY SITES**

DCPL reserves the right to add with appropriate compensation, and or remove libraries from services described herein, throughout the term of the Contract. If assigned an additional site(s) the Contractor is responsible for ensuring that the work is compliant with the terms of the Contract. To the extent the Contractor fails to

perform services in a manner satisfactory to the DCPL standards described herein, DCPL may seek services from third-parties' without limitation.

#### **C.4 REQUIREMENTS**

Such requirements shall include the following:

##### **C.4.1 Periodic Landscaping Maintenance Services**

The Contractor shall be compensated for these periodic landscaping maintenance services in accordance with the accumulative total of firm fixed, flat scale rates per property.

An individual cycle of comprehensive landscaping maintenance shall include but is not limited to all of the following tasks. The periodic landscaping services described herein shall be provided in accordance with the cycle scheduling occurrence.

- a. Mowing
- b. Grass edging
- c. Debris collection and disposal
- d. Leaf/branch collection disposal
- e. Weed treatment
- f. Hardscape maintenance

##### **C.4.2 Supplemental Landscaping Services**

The Contractor shall be compensated for these supplemental, on call landscaping services on a time and material bases, in accordance with the firm, fixed-price direct labor hourly rates. DCPL may request the Contractor to provide a lump-sum quote for supplemental services based on the established firm, fixed-price direct labor hourly rate and the cost of the landscaping materials.

Any and all supplemental service requirements will be ordered by the CA. The Contractor shall provide a quote for services based on the Contractor's direct labor hourly rates, the estimated labor hours and the cost of materials.

- a. ~~Mulch installation (bi-annually on a seasonal basis)~~ **include in base price**
- b. ~~Mulching Installation Services~~
- c. ~~Pruning Service~~
- d. Beautification/Flower Services
- e. Watering Management Services
- f. Tree pruning or removal

### **C.4.3 Service Schedule**

The Landscaping Maintenance Service Cycle dates shall be determined by the CA on an annual basis. DCPL may in its sole discretion, throughout the life of the contract, alter the timing of any cycle, and or remove cycles in their entirety.

### **C.4.4 Weekly Landscaping Maintenance Service Route Plan(s)**

Within thirty (30) days of Contract award and weekly thereafter, the Contractor shall submit its proposed Landscaping Maintenance Service Route Plan(s) to the CA, on a “location by location” basis. This schedule should include the following:

- (1) The beginning and ending date of maintenance service cycle (which should be consistent with the direction provided by the CA);
- (2) The dates during which the Contractor intends to perform the periodic maintenance services at each individual Property Sites; and any other information requested by the CA.

## **C.5 PERFORMANCE STANDARDS**

This section expressly delineates the requirements and minimum standards in which all Periodic Landscaping Services shall be performed year-round.

### **C.5.1 Pre-Service Property Inspections/Reporting**

Prior to performing any of the below services, the Contractor will conduct an inspection of the Property Site, and report to the CA any conditions which may require intervention by DCPL and or local authorities.

- C.5.2** For the purposed of this Contract “**Defects**” are those obstacles that will likely prevent the Contractor from performing fifty percent (50%) or more of the services (periodic maintenance and or supplemental in nature) required at a given site during a cycle, which could cause potential bodily harm to any persons, or cause substantial damage to the Contractor’s equipment if used to perform Services at such site. In the event that the Contractor observes any defects, it shall immediately notify the CA of the defects and seek her/his guidance on whether (and how) to proceed with the services affected by defects and perform all services that it can which are not affected by the defects. **NOTE:** if for any reason as stated above the Contractor is unable to perform services at a specific site, the Contractor shall not bill the Department for said periodic landscaping maintenance services under the subject cycle.

### **C.5.3 Pre & Post Maintenance Requirements**

In addition, each Contractor shall conduct the following walk-throughs:

#### **C.5.3.1 Pre-Periodic Landscaping Maintenance Services Walkthrough**

Prior to commencing any periodic services (as discussed below), the Contractor shall conduct a thorough walkthrough and inspection of each site, collect and bag all debris (trash, grass clippings, litter, tree trimmings/limbs/and fallen branches up to 20” in diameter).

#### **C.5.3.2 Post-Periodic Landscaping Maintenance Services Walkthrough/Debris Collection**

**C.5.3.2.1** Upon completion of Services, the Contractor shall conduct another inspection and collect and bag all removable items (including those generated by the Contractor) from all exterior areas including all grass, dirt or sand areas, pavements, walkways, sidewalks, steps, ramps, and parking lots.

**C.5.3.2.2** The Contractor shall clear and clean all hardscape type surfaces including but not limited to those, paved surfaces, sidewalks, parking lots and streets, and drainage structures of grass clippings and other debris following the above described operations by blowing the surface areas. If the aforementioned does not occur, when DCPL performs its quality assurance surveillance, this could potentially impact the Contractor’s performance evaluation and rating.

**C.5.3.2.3** The Contractor shall remove from each property site all removable items and dispose of them in a legal and environmentally responsible manner. The Contractor shall dispose of all removable items off-site; unless specifically informed by the CA to dump clippings and or leaves at a specified site for the Districts composting program.

**C.5.3.2.4** Upon completion of the periodic landscaping maintenance services at a site, the Contractor shall, in real-time, upload photo evidence of the completion of services to the CA.

### **C.5.4 Periodic Maintenance Services**

#### **C.5.4.1 General/Timing**

During each and every service cycle commencing between the dates of March 1<sup>st</sup> and December 31<sup>st</sup> of each year, the Contractor shall perform the periodic maintenance services, as described below, at each property site. Periodic Landscaping Maintenance Services shall be comprised of the following components:

#### **C.5.4.2 Services-Level Requirements**

During each service cycle, the Contractor shall provide the following services at each property site.

#### **C.5.4.3 Traditional Mowing**

The Contractor shall mow with professional quality mulching mower equipment in an effort to maintain healthy grass (including the bagging and or removal of clippings). Formal turf areas shall be mowed and maintained at a height of no less than two and half (2.5) inches and no more than three (3) inches, with the objective of maintaining a clean, neat, and professional appearance at all times at the site. Some areas of the site may be labeled as natural or restoration areas and will not need to be mowed. These areas will be identified by the CA (if feasible) prior to the mowing season. The Contractor is expected to cut the grass to the street curb, at all tree spaces surrounding the property and around all physical features (i.e. poles, walls, fire hydrants, signs, etc.). **NOTE:** The Contractor shall notify the CA of any newly/freshly laid sod and shall not mow these areas until approved by the CA.

#### **C.5.4.4 Grass Clippings**

The Contractor shall mow and trim with the objective of avoiding projecting grass clippings on paved surfaces, retaining walls, curbs, fence lines, parked vehicles and all areas abutting the grass. The Contractor shall not blow any grass clippings down the city's catch basins, nor in the city's roadways and must ensure any clippings are removed afterwards.

#### **C.5.4.5 Appearance**

The Contractor shall mow grass at each site to ensure that there are no piles or rows of clippings formed on the grass. In addition, the Contractor shall double cut any leaves or grass clippings to prevent smothering of the grass and change the mowing pattern or direction at each cut to reduce the grooves in the grass caused by equipment at no additional cost.

#### **C.5.4.6 Preventing Scalping**

The Contractor shall prevent scalping, uneven mowing and protect all trees, shrubs, plants, buildings and property from any damage that may be caused by its mowers, weed eaters and other equipment during its mowing operations. The Contractor shall be responsible for any damage incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to the District. Properly maintained tree wells are encouraged to minimize such damage.



#### **C.5.4.7 Equipment Standards/Requirements**

- C.5.4.7.1** The Contractor shall provide and maintain all vehicles to meet the requirements of this contract. Any vehicles used in the performance of this contract shall have the company name prominently displayed on the vehicle.
- C.5.4.7.2** The Contractor's equipment shall be in good repair and able to operate efficiently and safely.
- C.5.4.7.3** The Contractor's mowing equipment shall be clean and free of weed seeds and diseases before the start of mowing of the turf areas. Blades shall be kept sharp so as not to tear turf when mowing. The speed of the mower is to be kept at a rate to allow for proper cutting of turf without laying down of the turf being mowed and the mower(s) shall be kept in proper operation order at all times or removed from service when operation is not optimal.
- C.5.4.7.4** Damage done to turf areas due to improper mowing due to site conditions (e.g. during rain, during irrigation operations or due to site being too wet to drive over with mower) shall be repaired and or replaced by the Contractor at no cost to the District.
- C.5.4.7.5** Self-Powered Equipment. The Contractor shall be required to use self-powered equipment with blades for areas where the grass meets a concrete surface or any other paved surface.
- C.5.4.7.6** Alternative Edging Methods. The Contractor shall be permitted to use alternative methods for providing edging in any areas which could potentially cause damage to the Contractor's equipment as so long as the site appearance for edging are met.

#### **C.5.4.8 Weed Removal**

The Contractor shall remove all weeds from both softscape and hardscape areas during its periodic maintenance service cycles. The sites shall have a clean, neat and manicured appears, free from all weed-like vegetation. The Contractor shall use the best approach to weed removal whether it be by hand, mechanical or application of pesticides and or all. When utilizing Pesticides, the Contractor shall be licensed to dispense pesticide chemicals by the District Department of Energy & Environment ("DOEE"). More information regarding noxious and invasive plants is provide by the DOEE at <https://doee.dc.gov/DC-CWMA>.

#### **C.5.4.9 Pesticides Laws and Regulations**

The Director of the District Department of the Environment (DDOE), pursuant to the authority set forth in section 12(a) of the Pesticide Operations Act of 1977, effective April 18, 1978 (D.C. Law 2-70; D.C. Official Code § 8-411(a) (2001)); section 103(b)(1)(B)(ii)(II) of the District Department of the Environment Establishment Act

of 2005, effective February 15, 2006 (D.C. Law 16-51; D.C. Official Code § 8-151.03(b)(1)(B)(ii)(II) (2007 Supp.)); the Brownfields Revitalization Amendment Act of 2010 (“Brownfields Act”), effective April 8, 2011 (D.C. Law 18-369; D.C. Official Code § 8-631 et seq.); and Mayor’s Order 98-47, as amended by Part III.20 of Mayor’s Order 2006-61, dated July 14, 2006, hereby gives notice of his intent to repeal Chapters 22 through 25 of Title 20 of the District of Columbia Municipal Regulations (DCMR) (Pesticide Operation Regulations) in their entirety, and adopt the following new provisions in Chapters 22 through 25, in no less than thirty (30) days from the date of publication of this notice in the D.C. Register.

<https://doee.dc.gov/service/pesticides-laws-and-regulations>  
<https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=20-23&ChapterId=473>

- Title 20 Chapter 22 - Control of Pesticides
- Title 20 Chapter 23 - Pesticide Applicators
- Title 20 Chapter 24 - Pesticide Operators
- Title 20 Chapter 25 – Pesticides Administration and Enforcement

#### **C.5.4.10 Outdoor pesticide application notification**

Pesticide applications on lawns or ornamental plants shall be accompanied by posting a sign on the property. The Act to Amend the Pesticide Operations Act of 1977 [PDF] requires that pesticide operators provide information to customers concerning the type of pesticide to be used, to require the owners of multi-unit properties to provide notice to residents prior to the application of pesticides and information concerning that pesticide, and to require the Mayor to publish a list of reduced-risk pesticides and methods of pest control.

#### **C.5.4.11 Trimming/Edging**

The Contractor shall perform trimming/edging operations as follows:

##### **C.5.4.11.1 Edging**

The Contractor shall mechanically edge all accessible formal lawn/turf perimeters and tree wells in lawn areas, sidewalks, curbs, walks, concrete surfaces, mulched areas, tree wells, fencing, flower beds and other paved areas and ornamentals. In addition, the Contractor must ensure the edge is clean cut vertically; running along any concrete surface or any other paved surface.

#### **C.5.4.11.2 Trimming**

The Contractor shall trim all around all formal lawn areas that cannot be reached by a mower after mowing such as physical features on an as needed basis to match the height and appearance of the surrounding grass. Physical features include, but are not limited to, fence lines, poles, walls, fire hydrants, and signs. The trimming shall be performed at the same height as mowing.

The Contractor shall be responsible for any damage incurred as a result of edging and trimming or edger damage to trees and shrubs and must repair and or replace any such damage at no cost to the District.

#### **C.5.4.12 Leaf Removal Services**

**C.5.4.12.1** The Contractor shall perform all leaf removal services. During each maintenance cycle, the Contractor shall be expected to perform the following leaf removal services (in the manner described below).

**C.5.4.12.2** Such leaf removal services at each site shall consist of collecting, bagging and disposing of all leaves, brush and excess foliage from all exterior areas including all grass, dirt or sand areas, pavements, walkways, sidewalks, fence lines, steps, ramps, and parking lots (including those found at (or in) any catch basins or roof drainage systems).

#### **C.5.4.13 Pruning**

The Contractor shall perform all pruning services in the designated areas.

#### **C.5.4.14 Shrubs and Ground Cover**

The Contractor shall prune all shrubs and ground cover plants growing in the pruning service areas, to maintain plants in a healthy, growing, flowering condition, and plant growth to prevent the encroachment of passageways, walks, streets, and views of signs. All shrub and ground cover material shall be pruned by the Contractor to ensure the best shape, health, and character of the individual plant. Ground cover plants shall be selectively cut back by the Contractor to encourage lateral growth and kept in bounds and out of other plants, walkways and lighting. Mechanical trimming may only be utilized by the Contractor when the health or appearance of the plant will not be damaged thereby.

**C.5.4.15 Trees**

The Contractor shall maintain all trees in a healthy, growing, safe, attractive condition and in their proper shape and size according to variety, species and function in the landscape or as specifically directed by the CA. Services performed in accordance with ANSI A300 Standards and ISA's "Best Management Practices Tree Pruning". The Contractor is expected to prune and trim all trees, to maintain the natural character of the variety, to control shape and prevent crowding. Pruning in general shall consist of the removal of dead, broken, infected, and intertwining branches and vines.

**C.5.4.16 Mulch Area Maintenance**

The Contractor shall rake, remove debris, remove weeds, edge re-established, and any excessive mulch/soil build-up shall be removed.

**C.5.4.17 Duty to Repair**

At no additional cost the District, the Contractor shall repair or, if necessary, replace any grass, trees, shrubs, plants, landscape areas, other items or property if damaged as a result of improper maintenance attention or procedures performed by the Contractor. All repairs and or replacements as such, shall be complete within 72 hours of the Contractor being notified of such by the CA. The replacement materials shall be the same size and variety as the dead or damaged materials. Alternatives to size, variety and scheduling of replacements must have prior written authorization from the CA. Once the repair or replacement is complete, the Contractor shall be required to submit photo evidence to the CA for review and record.

**C.5.4.17.1** The Contractor shall not be responsible for losses, repairs or replacement of damaged grass, trees, shrubs, plants, landscaping areas and other items resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than those instances caused by the Contractor's vehicles) or the acts of others over whom they have no reasonable control.

**C.5.4.17.2** The Contractor shall inform the CA on a weekly basis of grass, tree, shrubs, plants and other landscaping vegetation losses unrelated to the maintenance activities, providing the CA with a probable cause of the loss. The Contractor shall provide this information both informally via a scheduled conference call. At the sole discretion of the CA the Contractor may be requested to provide a quote for the replacement and or repair.

**C.6 CONTRACTOR QUALIFICATIONS**

**C.6.1** The Contractor shall have a minimum five (5) years' experience in commercial grounds and landscape maintenance and installation.

**C.6.2** **District Pesticide Operator License** - The Contractor shall employ a team member with a valid District Pesticide Operator License. The Contractor shall ensure each of its personnel who apply chemicals are certified pesticide applicators. The Contractor shall submit proof of such certification with the proposal.

**C.6.3** **Horticultural Certificate** - The Contractor shall employ a team member with a horticultural certificate or Bachelor of Science degree in horticulture. The Contractor shall submit proof of such certification or degree with the proposal.

**C.6.4** The Contractor shall be located within a fifty (50) mile radius of Washington, DC.

**C.7 WARRANTY**

All plants shall carry a standard warranty. Warranty information shall be provided to the CA once planting is completed.

**C.8 REMOVAL OF DEBRIS**

The Contractor shall remove trash, debris, and all other materials in a legal and environmentally responsible manner. The Contractor shall not use trash receptacles and dumpsters located on-site for the disposition of trash organic matter and debris. The Contractor shall dispose of all debris at an off-site location in accordance with existing local, state, and federal regulations.

**C.9 PUBLIC SAFETY**

**C.9.1** The Contractor shall provide all services in accordance with quality standards of the grounds maintenance industry. The Contractor shall erect, at the Contractor's expense, proper barricades, signs, and warning devices as required for pedestrian and traffic safety when necessary. The Contractor shall employ traffic control procedures and shall comply with all applicable District regulations while on any site or occupying public space. Erection of barricades that restrict or redirect pedestrian traffic shall be coordinated in advance with the CA listed in **Section G.9**.

**C.9.2** The Contractor shall confine to the greatest possible extent, all operations, equipment, apparatus, and placement of materials to the immediate area of work. The Contractor shall comply with all District of Columbia rules and regulations in effect at the work site, including, but not limited to parking, traffic control plans and OSHA standards for landscape and horticultural services, use of walks, security restrictions, hours of

allowable entrance and departure.

**C.9.3** The Contractor shall store its equipment off-site, not on District property.

**C.9.4** When observed or encountered, the Contractor shall notify the CA verbally and in writing of any defects noted in surfaces that are to receive service or any obstacles, if such defects or obstacles may affect lawn care operations or present a safety concern. Defects may include anything that impedes the Contractor's ability to mow the turf or provide other grounds keeping or grounds maintenance services, including but not limited to, water build up, building materials, dumpsters or trash receptacles, vehicles, temporary structures, or debris that is not considered litter (litter is defined as bottles, cans, paper, tires, glass, clothes, tree limbs under 4" in diameter or other materials that could be removed by the crews without the use of equipment). Depending on the nature of the defect or obstacles, the CA, once notified, will determine if and how the Contractor should precede with lawn care operations. The Contractor shall notify the CA of any items that need to be moved in order for work to be completed.

**C.10** **SERVICE HOURS/CONTRACTOR CHECK-IN**

**C.10.1** The Contractor shall perform all grounds maintenance services during the hours of 7:00 a.m. to 7:00 p.m. local time (adjustments will be made for Daylight Savings Time), Monday through Friday, excluding District holidays, unless otherwise approved by the CA. There may be situations that require the Contractor to work other than the hours agreed to by the Contractor and the CA. In those cases, the Contractor shall advise the CA that the work has to be rescheduled in order to minimize disruptions.

**C.10.2** **Check-In** - The Contractor shall call (202) 727-1231 upon arrival on-site. If no response is received when calling (202) 727-1231 the Contractor shall email [DCPLbuildingservices@dc.gov](mailto:DCPLbuildingservices@dc.gov). If no response from the aforementioned please contact the CA at [michael.dodson2@dc.gov](mailto:michael.dodson2@dc.gov) or via his cell.

**C.11** **SCHEDULING**

The Contractor shall submit a schedule to the CA for review and approval ten (10) business days prior to commencement of work under the contract. If after the Contractor's schedule is approved, and DCPL requires a change in the mowing frequency at any of the locations, the CA will inform the Contractor of the change in writing.

**C.12** **INCLEMENT WEATHER**

Any part of a scheduled service that is canceled due to inclement weather shall be rescheduled by the Contractor to a date within three (3) calendar days (excluding weekends and District holidays) of the cancellation. DCPL, at its option, may elect

not to reschedule any part of a required service. If DCPL elects not to reschedule, the District will not be obligated to pay the Contractor for that portion of the service that did not take place.

**C.13 EMERGENCY & UNPLANNED SERVICES**

DCPL may require unscheduled/emergency service. When required, DCPL will notify the Contractor as far in advance as possible. The Contractor shall respond to requests for unscheduled/emergency service within twenty-four (24) hours. The Contractor shall designate a point of contact on its staff, to receive such notifications, who can readily respond.

**C.14 REPORTING**

**C.14.1** At all times while working under this Contract, the Contractor shall comply with the following requirements:

**C.14.1.1** The Contractor shall submit monthly Work Completion Reports to the CA. All reports shall be submitted via email in PDF format. The reports shall be signed by the Branch Manager or designee certifying that the reported work had been performed and accepted. The reports shall include the date, time, location and description of work performed and completed by the Contractor.

**C.14.1.2** The Contractor shall immediately notify the CA, in writing, of any accidents on the job site arising from the performance of this contract that involve bodily injury to the Contractor or District employees, building occupants, the general public, or other persons.

**C.14.1.3** The Contractor shall designate two (2) Key Personnel to be available to communicate with the CA by telephone and email twenty-four (24) hours a day, seven (7) days a week over the course of the contract.

**C.14.1.4** The Contractor's on-site supervisor(s) or alternate(s) shall have full authority to act for the Contractor on all Contract matters relating to daily operations of this contract.

**C.14.2** The Contract Manager, on-site supervisor(s), and any alternates shall be able to read, write, speak and understand the English language.

**C.15 GENERAL REQUIREMENTS**

**C.15.1** The Contractor's employees shall present a neat appearance and be easily recognized as the Contractor's employees. The Contractor shall provide each employee with a uniform (e.g. hat, shirt with logo, or matching tops and bottoms) as well as an identification badge that shall include the employee's name and Contractor's name. The identification badges shall be worn or attached to the outer garment at all times.

- C.15.2** The Contractor shall ensure employees have a current and valid driver's license before the employee operates a contractor-owned vehicle.
- C.15.3** The Contractor shall provide employees that are fully capable, experienced, and trained in the work they are employed to perform. The Contractor shall ensure employees are qualified to safely operate grounds maintenance equipment before assigning employees to tasks that require use of the equipment. The Contractor shall maintain records of each individual's training, including a certificate of training completion.
- C.15.4** Prior to assigning an employee to work on this contract, the Contractor shall provide, at minimum, environmental, health and safety training to the extent required by federal, state and local laws and instructions related to the provision of grounds keeping and landscaping services. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to all employees or other persons affected and all job related materials and equipment.
- C.15.5** In performance of the contract, it shall be the responsibility of the Contractor to assure the availability of employees at all times to complete work under the contract.
- C.15.6** Services are performed at a location where children may be present and may come in direct contact with the Contractor's employees; the District may require the Contractor to conduct background checks of its employees who will be assigned to work at such locations.

**C.16** **WORK PLAN AND QUALITY ASSURANCE**

The Contractor shall establish, develop, maintain, and implement a Work Plan, including a complete Quality Control Plan (QCP) delineating the Contractor's Quality Control Program and Inspection System to monitor and control its performance of services to ensure compliance to the contract requirements. The Contractor shall submit the Work Plan with its proposal. The QCP shall include timely and effective corrective action for all deficiencies identified by the Contractor or DCPL; shall implement procedures to identify, prevent, and ensure non-recurrence of defective services; shall address inspection procedures; shall provide an action plan for correction of discrepancies; shall provide a strategy for retaining qualified personnel; and shall explain management's role in its commitment to quality performance. After initial approval, if the plan is updated or changed, the Contractor shall re-submit the QCP to the CA for approval.



**C.17 NOTICE OF DELAYS**

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

**C.18 MEETINGS**

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

**C.19 PERFORMANCE CRITERIA**

**C.20.1** Discussions around acceptable and unacceptable contract performance will be between the CA and the Contractor. The CA will require the contractor to explain, in writing, the cause for the unacceptable performance, the corrective action that will be taken to obtain acceptable service level(s) and preventative actions that will be instituted to prevent a reoccurrence. The contractor may not be paid for the portion of the services determined to be unsatisfactory by the CA. When the performance is considered to be unsatisfactory, a report shall be made by the CA to determine the price deduction to be taken. Deduction rates are explained in Section C.8.

**C.20.2** If the Contractor fails or refuses to correct deficiencies promptly, the Contracting Officer may issue an order stopping all or any part of the work and hold the Contractor in default of the contract.

**C.21 PERFORMANCE PAYMENT DEDUCTIONS CHART**

**C.21.1** The Contractor's performance will be compared to standards set forth by the "Institute of Inspection, Cleaning and Restoration Certification (IICRC) or its equivalent and shall not exclude common sense considerations as may be applied by the CA. If the performance in any required services is unsatisfactory, and poor performance is clearly the fault of the contractor, monthly payments to the contractor may be reduced by the CA as deemed appropriate. Monetary deductions may also be

taken by the DCPL for defective individual services not satisfactorily performed and/or not performed as outlined:

Infraction	Explanation	Deduct Amount
Attendance/Absenteeism	Any absence shall require a substitute staff person. Failure to do so shall result in a credit to the agency.	DCPL shall deduct \$75.00/hr. from the Contractor's monthly invoice for each hour the staff person is absent, with a minimum of four (4) hours charged.
DCPL provision of service due to failure of Contractor to provide services	Contractor fails to provide landscaping services and DCPL deems it necessary to provide service using other resources.	DCPL shall deduct \$75.00/hr. from the Contractor's monthly invoice for each hour the replacement staff worked, with a minimum four (4) hour charge.
Failure to correct deficiencies	Deficiencies are not corrected to the documented satisfaction of DCPL after four (4) efforts to cure.	DCPL shall deduct \$750/per occurrence. If deficiency persists, contract may be terminated.

**C.21.2** In the event of continued unsatisfactory performance with documentation of four (4) incidences where correction and time to cure has been given, the contract may be terminated for default in accordance with **Section H.17**.

**C.22** **BACKGROUND INVESTIGATIONS**

**C.22.1** All Contractor personnel and subcontractors working at or in any library shall have a criminal background check investigation that includes child protection register clearance and drug and alcohol testing.

**C.22.2** The Contractor shall conduct routine pre-employment criminal record background checks of all of the Contractor's staff that will provide services under this contract as permitted by D.C. law, except for professionals in accordance with D.C. Office Code 3-1201.01, et seq. The Contractor shall not employ any staff in the fulfillment of the work under this contract unless said person has undergone a background check, to include National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect).

**C.22.3** The Contractor shall provide the results of the background checks to the CA for each employee proposed to deliver services under this contract. Background checks for subsequent staff intended to perform services under this contract shall be provided to the CA. The Contractor(s)' staff may begin employment pending the results of the criminal background checks, however:

- the staff member shall be supervised at all times
- staff members shall not provide services to in areas designated for children or youth independent of supervision
- staff member will not be allowed to work in any DCPL building should the criminal background check contain information that warrants removal from DCPL sites

**C.22.4** The Contractor shall conduct the criminal record background checks on an annual basis and for newly acquired employees. The Contractor shall disclose to DCPL through the CA, any arrests or convictions that may occur subsequent to employment and the affected employees **shall not be assigned to this DCPL contract.**

**C.23 LICENSING, ACCREDITATION AND REGISTRATION**

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

**C.24 CONFORMANCE WITH LAWS**

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

**SECTION D - PACKAGING AND MARKING**

This section is not applicable to the solicitation

**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** The CA identified in Section G.8 of this RFP is responsible for the inspection and acceptance of all services/deliverables submitted under the contract.

## **SECTION F: PERIOD OF PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of the contract will be for a period of one (1) year with an option to extend for four (4) additional one-year option periods.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

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

**F.2.2** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **F.3 FIRST SOURCE REQUIREMENT**

The Contractor shall submit to the District, as a deliverable, the report described in **Section H.1.1** which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to **Section G.3.3**

### **F.4 EQUAL EMPLOYMENT OPPORTUNITY AND HIRING OF DISTRICT RESIDENTS**

The Contractor shall comply with all applicable laws and regulations regarding equal employment opportunity and affirmative action programs. The Contractor shall ensure that at least fifty-one percent (51%) of the Contractor's team and every sub-consultant's and subcontractor's employees hired after the effective date of the Contract (or after such sub-consultant or subcontractor enters into a contract with the

LANDSCAPE MAINTENANCE AND SUPPLEMENTAL LANDSCAPE SERVICES  
FOR THE DISTRICT OF COLUMBIA PUBLIC LIBRARY  
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Contractor), to work on the Project shall be residents of the District of Columbia. In addition, the Contractor shall comply with the recently adopted requirement regarding District labor utilization requirement in the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011. See **Section G.3.3**.

## **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/E-INVOICING**

**G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov> and invoices will be paid through the DC Vendor Portal.

**G.2.2** Contractor shall submit invoices on a monthly basis or as otherwise specified in the contract;

**G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable Purchase Order Number which is listed on the Contractor's profile.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

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

**G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the Chief Procurement Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.3.3** The Contractor shall submit to the District, as a deliverable, the report described in Section H.1.1 which is required by the 51% District Residents New Hires Requirements and the First Source Employment Agreement included herein as **Attachment J.2**. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to Section G.3.2.



#### **G.4 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.4.1** 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.5 THE QUICK PAYMENT CLAUSE**

##### **G.5.1 Interest Penalties to Contractors**

**G.5.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

**G.5.1.1.1** The date on which payment is due under the terms of this contract;

**G.5.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.5.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

**G.5.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

**G.5.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

**G.5.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.5.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.5.1.2.3** 15<sup>th</sup> day after any other required payment date.

**G.5.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.5.2 Payments to Subcontractors**

**G.5.2.1** The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

**G.5.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

**G.5.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.5.2.2** The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

**G.5.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.5.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.5.2.2.3** 15<sup>th</sup> day after any other required payment date.

**G.5.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.5.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.5.3 Subcontract requirements**

**G.5.3.1** 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.5.3.2** The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election

**G.6 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**  
**901 G Street, NW – Suite 500**  
**Washington DC 20001**  
**Telephone: (202) 727-4800**  
**Email: diane.wooden2@dc.gov**

**G.7 AUTHORIZED CHANGES BY THE DCPL CPO**

**G.7.1** The CPO is the only person authorized to approve changes in any of the requirements of this contract.

**G.7.2** 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.7.3** 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.8 CONTRACT ADMINISTRATOR (CA)**

**G.8.1** The CA is responsible for general administration of the contract and advising the CPO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.8.1.1** 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.8.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.8.1.3** 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.8.1.4** 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.8.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.8.2** The address and telephone number of the CA is:

**Michael Dodson**  
**DCPL**  
**Building Services Manager**  
**901 G Street, NW - Suite 403-B**  
**Washington, DC 20001**  
**Telephone: (202) 727-1231**  
**Email: [michael.dodson2@dc.gov](mailto:michael.dodson2@dc.gov)**

- G.8.3** The CA shall NOT have the authority to:
  - G.8.3.1** Award, agree to, or sign any contract, delivery order or task order. Only the CPO shall make contractual agreements, commitments or modifications;
  - G.8.3.2** Grant deviations from or waive any of the terms and conditions of the contract;
  - G.8.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
  - G.8.3.4** Authorize the expenditure of funds by the Contractor;
  - G.8.3.5** Change the period of performance; or
  - G.8.3.6** Authorize the use of District property, except as specified under the contract.
- G.8.4** 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.9 COST REIMBURSEMENT CEILING**

- G.9.1** The cost reimbursement ceiling for this contract is \$25,000 per year.
- G.9.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section G.9.1.
- G.9.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.
- G.9.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.9.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.
- G.9.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section G.9.1, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section G.9.1, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.9.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.9.8** If any cost reimbursement ceiling specified in Section G.9.1 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.9.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in the Form of Offer Letter, unless the change order specifically increases the cost reimbursement ceiling.
- G.9.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

## **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. 2015-4282, Revision No. 16 dated 4/23/2020, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as **Attachment J.3** of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

### **H.4 FREEDOM OF INFORMATION ACT**

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

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

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

**H.5.1** 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.2**), in which the Contractor shall agree that:

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

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

**H.5.3** The Contractor shall submit to DOES, no later than the 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; 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.*

## **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.8** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice included herein as **Attachment J.8** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

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

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

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

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

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

### **H.9.2 Subcontracting Plan**

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. 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 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 J10**.
- 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.12 CONTRACTOR RESPONSIBILITIES**

**H.12.1** 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.12.2** 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.12.3** 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.13 ALLOWABLE SUBCONTRACTING REQUIREMENTS**

**H.13.1** The Contractor shall ensure that all activities carried out by its subcontractors conforms to the provisions of this contract.

**H.13.2** 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.13.3** 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.13.4** 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.13.5** The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor’s contract with DCPL and that the subcontractor look solely to the Contractor for payment for services rendered.

**H.14 SUBCONTRACTOR STANDARDS**

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

**H.15 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.16 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.11**.

**H.19 PROHIBITION OF WORKPLACE SEXUAL HARASSMENT**

It is unlawful for employees, officials, third parties doing business with, or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia, to engage in workplace sexual harassment pursuant to Mayor’s Order 2017-313 dated December 18, 2017.

**H.20 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

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



**H.21 PREGNANT WORKERS FAIRNESS**

The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.21.1** The Contractor shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:
  - (1) Pay;
  - (2) Accumulated seniority and retirement;
  - (3) Benefits; and
  - (4) Other applicable service credits;
- (c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
- (e) Require an employee to take leave if a reasonable accommodation can be provided; or
- (f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

**H.21.2** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

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

**H.21.3** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.21.4** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

## **H.22 UNEMPLOYED ANTI-DISCRIMINATION**

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

**H.22.1** The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
  - 1. Any provision stating or indicating that an individual's status as Unemployed disqualifies the individual for the job; or
  - 2. Any provision stating or indicating that an employment agency will not Consider or hire an individual for employment based on that individual's status as unemployed.

**H.22.2** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

## **H.23 FAIR CRIMINAL RECORD SCREENING**

**H.23.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment,

including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

**H.23.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

**H.23.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.23.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

**H.23.5** This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than eleven (11) employees.

**H.23.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

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

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

#### **A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to

utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

#### **B. Title to Project Deliverables**

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction

and marketing by or through Contractor.

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

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

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall

be directed to release the deposited source code in accordance with the terms of escrow.

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

## **F. Indemnification and Limitation of Liability**

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

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

- I.8.1 GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to

be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

- I.8.2** All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.
- I.8.3** The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.
- I.8.4** If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.



**I.8.4.1** Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

**I.8.4.2** Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

**I.8.4.3** Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by this Paragraph **I.8.4.3** shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

**I.8.4.4** Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright,

trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

**I.8.4.5** Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

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

**I.8.4.6** Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.

**I.8.4.7** Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**I.8.5** PRIMARY AND NONCONTRIBUTORY INSURANCE

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

**I.8.6** DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten (10) years for construction projects following final acceptance of the work performed under this contract and two (2) years for non-construction related contracts.

**I.8.7** 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.8.8** 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.8.9** 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.8.10** NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the

CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- I.8.11** CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding Contract Number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia and mailed to the attention of:**

Diane Wooden, CO  
District of Columbia Public Library  
901 G Street, NW – 4<sup>th</sup> Floor Suite 403-H  
Washington, DC 20001  
Telephone: (202) 727-4800  
Email: diane.wooden2@dc.gov

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

- I.8.12** 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.8.13** CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment J.7**. An award cannot be made to any bidder who has not satisfied the equal employment requirement.

## **I.10 INDEMNIFICATION**

**I.10.1** The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney’s fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, the Contractor’s officers, employees, agents, servants, subcontractor, or any other person acting for or by permission of the Contractor in performance of the contract. The Contractor assumes all risks for direct and indirect damages or injury to the property or persons used or employed in performance of the contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, the Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Contractor where the underlying claim arises from the conduct, action, or omission of the Contractor, the Contractor’s officers, employees, agents, servants, Sub-Contractor, or any other person acting for or by permission of the Contractor in performance of the contract.

**I.10.2** The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor, and shall survive the termination of the contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. The Contractor shall also have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

## **I.11 ORDER OF PRECEDENCE**

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

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (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.12 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.13 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.14 CONTINUITY OF SERVICES**

**I.14.1** 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.14.1.1** Furnish phase-out, phase-in (transition) training; and

**I.14.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.14.2** The Contractor shall, upon the DCPL CPO's written notice:

**I.14.2.1** Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

**I.14.2.2** 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.14.3** 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.14.4** 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.14.5** 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.15 DISCRIMINATION CLAUSES**

### **I.15.1 Anti-Discrimination Clause:**

The Contractor:

**I.15.1.1** 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.15.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

**I.15.1.3** 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.15.2 Non-Discrimination Clause:**

**I.15.2.1** 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.15.2.2** 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.15.2.2.1** 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.15.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:
- a. Employment, upgrading or transfer;
  - b. Recruitment, or recruitment advertising;
  - c. Demotion, layoff, or termination;
  - d. Rates of pay, or other forms of compensation; and
  - e. Selection for training and apprenticeship.
- I.15.2.2.3** 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.15.2.2.4** 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.15.2.2.5** 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.15.2.2.6** 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.15.2.2.7** 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.15.2.2.8** 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.

**I.15.2.2.9** 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.

## **I.16 EQUAL ACCESS TO SERVICES/NOTICE OF NON-DISCRIMINATION**

**I.16.1** In accordance with District and federal laws, the DCPL does not discriminate on the basis of actual or perceived race, color, disability, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an interfamily offense, or place of residence. Harassment based on any of the above protected categories is prohibited by law. Therefore the Contractor shall not engage in such unlawful discrimination against any of its employees, applicants or customers and shall require the same for its sub-contractors. The Contractor agrees to provide equal access to its services under this agreement in accordance with District and federal laws.

**I.16.2** DCPL is committed to providing language access services to persons who may have Limited English Proficiency (LEP) or who may be non-English proficiency (NEP) in accordance with the DC Language Access Act of 2004. Language assistance such as translated documents and interpreters are provided by DCPL free of charge. The Contractor agrees to cooperate with DCPL in its efforts to adhere to the Language Access Act. Such cooperation may include but is not limited to directing LEP or NEP customers seeking information or service to a DCPL staff member, providing translated documents or providing documents that may be translated by DCPL, or working with Library staff to hire an interpreter.

## **I.17 ANTI-DEFICIENCY LIMITATION: AUTHORITY**

Though no financial obligations on the part of the District are anticipated, Contractor acknowledges that the District is not authorized to make any obligations in advance or in the absence of lawfully available appropriations and that the District's authority

to make such obligations is and shall remain subject to the provisions of (i) the federal Anti-Deficiency act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351; (ii) D.C. Official Code section 47-105; (iii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§47-355.01 – 355.08, as the foregoing statutes maybe amended from time to time; and (iv) §446 of the District of Columbia Home Rule Act.

**I.18 INABILITY TO PERFORM/FORCE MAJEURE**

Except for the payment of monetary obligations, if the Parties are delayed or prevented from performing any obligations under this Contract by reason of Acts of God, strikes (other than strikes involving the affected Party’s labor force), other causes reasonably beyond its control and/or a pandemic (“*Force Majeure*”), the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by the Parties.

**SECTION J**  
**LIST OF ATTACHMENTS**

The following list of attachments are incorporated into the solicitation.

Attachment Number	Document
<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>	Department of Employment Services First Source Employment Agreement
<b>J.3</b>	U.S. Department of Labor Wage Determination (Wage Determination No. 2015-4282, Revision No. 16 dated April 23, 2020)
<b>J.4</b>	Subcontracting Plan Form
<b>J.5</b>	Bidder/Offeror Certification Form
<b>J.6</b>	E.E.O. Information and Mayor’s Order 85-85
<b>J.7</b>	2020 Living Wage Fact Sheet and Notice
<b>J.8</b>	Contractor’s Past Performance Evaluation Form
<b>J.9</b>	Tax Affidavit
<b>J.10</b>	Form of Offer Letter
<b>J.11</b>	Gender Identity and Expression Policy and Fact Sheet

**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.5**.

**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 a contract resulting from this solicitation to the responsible Contractor whose offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.1.2 This procurement is being conducted in accordance with the provisions of Chapter 43, Section 4317 of the Department's Procurement Regulations (Title 19 DCMR).

#### L.1.2 Initial Offers

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

### L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 **One (1) original and five (5) 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-2021-R-0007, Caption of RFP (**Landscape Maintenance and Supplemental Landscape Services for The District of Columbia Public Library**) and Name of Contractor".

#### 1. Numbering

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

#### 2. Names

Include the firm/team name on each page.

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

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

**L.2.3 Technical Proposal**

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

**L.2.4 Executive Summary**

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

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

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

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

**L.2.6 Volume One: Technical Proposal**

**L.2.6.1** 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.....Relevant Experience,  
Performance & References

Section 6.....Quality Control, Work Plan & Schedule

Section 7.....Key Personnel & Resumes

**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.....Bidder/Offeror Certification Form (Attachment J.5)

Section 5.....First Source Employment Agreement (Attachment J.2)

Section 6.....EEO Information Report (Attachment J.7)

Section 7.....Subcontracting Plan Form (Attachment J.4)

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

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

**L.3.1 QUESTIONS**

**L. 3.4** Prospective Offeror's shall submit questions via email to the DCPL Contract by Specialist at [ameerm.abdullah@dc.gov](mailto:ameerm.abdullah@dc.gov) no later than **Monday, November 16, 2020 by 12:00 noon EST**. DCPL will not consider any questions received **after Monday, November 16, 2020 by 12:00 noon EST**. An amendment with official answers will be posted on the DCPL website at <http://www.dclibrary.org/about/opportunities>

**L.3.5 Proposal Submission**

Proposals must be submitted no later than **Monday, December 28, 2020 by 12:00 noon EST**. 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.3.5.1** 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.3.5.2** 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.3.5.3** The proposal is the only proposal received.

**L.3.5.4 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.3.5.5 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.3.5.6 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.3.5.7 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**

**L.4.1** Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly be familiar with all requirements prior to proffering a Submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, they must submit a request for interpretation or correction in writing.

**L.4.2** Any information given to an Offeror concerning the RFP shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of DCPL that information is necessary in proffering submissions or if the lack of information would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before 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.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Contractors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

If, however, a contract is awarded to this Contractor as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

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

## **L.7 PROPOSALS WITH OPTION YEARS**

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

## **L.8 PROPOSAL PROTESTS**

**L.8.1** All protests alleging defects in this solicitation shall be governed by Section 4378 of the Department's Procurement Regulations (19 DCMR § 4378); provide a clear and concise statement of the legal and factual grounds of the protest, including copies of relevant documents, and citations to statutes, regulations or solicitation provisions claimed to be violated; and, be filed in writing with the District of Columbia Contracts Appeals Board ("CAB"), pursuant to title X of the Procurement Practices Reform Act of 2010 ("PPRA") (D.C. Official Code § 2-360.01 *et seq.*). Protests alleging defects in this solicitation, which are apparent prior to bid openings, must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was later incorporated by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, protests shall be filed not later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. To expedite handling of protests, forward courtesy copies of

protests to DCPL's Chief Procurement Officer ("CPO") with "Protest" labeled on the envelope.

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

**L.10 SIGNING OF OFFERS**

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

**L.11 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.12 RETENTION OF PROPOSALS**

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

**L.13 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS**

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

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

In addition to other proposal submission requirements, the Contractor must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

**L.15 CERTIFICATES OF INSURANCE**

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

**Diane Wooden**  
**DC Public Library**  
**Chief Procurement Officer**  
**901 G Street, NW – 4<sup>th</sup> Floor Suite 403-H**  
**Washington, DC 20001**  
**diane.wooden2@dc.gov**

**L.16 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.17 BEST AND FINAL OFFERS**

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

**L.18 LEGAL STATUS OF CONTRACTOR**

Each proposal must provide the following information:

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

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

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

**L.19 FAMILIARIZATION WITH CONDITIONS**

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

**L.20 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 non-responsible.

## **L.21 PRE-PROPOSAL CONFERENCE**

**L.21.1** Due to the COVID-19 pandemic, DCPL will not be hosting a pre-proposal conference. Contractors are encouraged to visit all nineteen (19) locations before submitting your proposal. All questions must be submitted in writing 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>. See Section L.3.4 for information pertaining to questions cutoff period.

## **L.22 CONTRACTOR BUSINESS RESPONSIBILITY**

If Contractor becomes suspended or debarred, in violation of any DC and/or Federal statute or regulation, tax and/or licensing requirement, and/or charged with a misdemeanor and/or felony at any time during the contract period, the Contractor shall inform the DCPL CPO within five (5) business days of any notice of these proposed actions and/or deficiencies.

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

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

### M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the Offeror's total technical score will be determined by adding the Offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two (2) subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**  
**[The total sum of the maximum points for Technical Criteria and Price Criterion must be 100 points.]**

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

**M.3.1 Relevant Experience, Past Performance and References (0 - 30 points)**

**M.3.1.1** DCPL desires to engage a Contractor with the experience necessary to realize the objectives set forth in Section C of this RFP. Offerors will be evaluated based on their demonstrated experience with: (i) managing landscaping services for multiple sites; (ii) supervising multiple work crews; (iii) knowledge of grounds maintenance and plant types. DCPL will also consider the experience of the Contractor and its team members having worked together on similar projects.

**M.3.1.2** DCPL will evaluate the quality of the Offeror's past performance based on the past performance references provided in the Offeror's submission and/or other information obtained from references provided by the Offeror, as well as other relevant past performance information obtained from other sources known to the DCPL.

**M.3.1.3** DCPL reserves the right to perform customer surveys only for those contracts that are deemed by the Offeror to be most relevant to this procurement. The Offeror shall identify three (3) ongoing or successfully completed projects performed by the Offeror that demonstrate recent and relevant past performance. Recent is defined as within the last three (3) years. Relevant is defined as work similar in complexity and magnitude to the work identified in the SOW. An Offeror without a record of past performance or for whom information on relevant past performance is not available will be evaluated as neutral. This information may be provided in a table format that includes the following:

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



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

**M.3.2 Quality Control, Work Plan and Schedule (0-25 Points)**

Offerors are required to submit a Work Plan and Schedule. The Work Plan should clearly explain how the Contractor will manage the work required under the contract. It should demonstrate a knowledge of the process and describe impediments that must be overcome. At a minimum, the plan should: (ii) provide a description of the equipment that is available to the Offeror, and a description of where such equipment is stored; (iii) a description of the Offeror's workforce and how its crews will be mobilized so as to ensure that sufficient workers will be available; and (iv) A Quality Control Plan (QCP) delineating the Contractor's Quality Control Program and Inspection System to monitor and control its performance of services under the contract.

**M.3.3 Key Personnel (0 - 20 points)**

**M.3.3.1** In its proposal, each Offeror shall identify its Key Personnel. DCPL has identified the following as Key Personnel: the company Contract Manager, Quality Control Manager, Onsite Supervisor, Onsite Project Manager, Certified Arborist and Certified Pesticide Applicator.

**M.2.3.2** The Offeror's proposal shall include resumes for the proposed Key Personnel and percentage of time each will be devoted to the contract. Offerors shall note if the Key Personnel submitted are currently performing the duties and responsibilities for the roles being proposed. The resumes shall contain company name/address; telephone number; points of contact; qualifications; number of years of experience; availability; and credentials (education, training and certifications).

**M.2.3.3** The Key Personnel identified will be evaluated on their specific experience and past performance on projects of similar size, type and complexity to the requirements in Section C.

**M.2.3.4** The Offeror shall also specify whether each proposed Key Personnel is a current full-time employee or current part-time employee.

**M.2.3.5** Key Personnel shall serve in their specified roles unless DCPL approves of the proposed replacement in writing. **See Paragraph H.12.**

**M.2.4 Price Criterion (0-25 Points)**

The price evaluation shall be objective. The Contractor with the lowest price for 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:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times 25 = \text{Evaluated Price Score}$$

**M.2.6 Preference Points**

A 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.

**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.
- 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:

**Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street NW, Suite 850N  
Washington DC 20001**

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