AWARD/CONTRACT

1. Reserved for later use	Page of Pages	
	1	50

2. Contract Number	3. Effective Date	4. Requisition/Purchase Request/Project No.
DCKT-2010-CA-0120	See 20C Below	

5. Issued By:	Code	6. Administered by (If other than line 5)
Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group 2000 14th Street, NW, 6th Floor Washington, DC 20009		Department of Public Works Solid Waste Management Administration 2750 South Capitol Street, SE Washington, DC 20032

7. Name and Address of Contractor (No. street, city, county, state and Zip Code)	8. Delivery
Lorenz Inc. 512 Roland Avenue Baltimore, MD 21208 Attn: Joe Lorenz 410-486-0425	☐ FOB Origin ☒ Other
	9. Discount for prompt payment: n/a
	10. Submit invoices to the Address shown in Section G.2 (2 copies unless otherwise specified)

11. Ship to/Mark For	Code	12. Payment will be made by	Code
		Associate Chief Financial Officer 2000 14th Street, NW, 6th Floor Washington, DC 20009	
13. Remit Address:		14. Accounting and Appropriation Data ENCUMBRANCE CODE:	

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
	Grounds Keeping and Landscaping Services	See Attachment J.1.4			
				Total Estimated Amount of Contract	$1,702,326.00

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Contracting Officer will complete Item 17 or 18 as applicable

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return (2) copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, as amended, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCKT-2009-R-0120 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
19A. Name and Title of Signer (Type or print) Joe Lorenz, President	20A. Name of Contracting Officer James Roberts
19B. (Signature of person authorized to sign)	19C. Date Signed 03-15-2010
	20B. District of Columbia (Signature of Contracting Officer)
	20C. Date Signed 4/13/10

02/15/2010 13:27 FAX 4104860426 LORENZ, INC. 001/001

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of various District agencies (the District) engages the contractor to provide grounds maintenance and landscaping services.

B.2 The District will pay the contractor as follows:

B.2.1 For scheduled/routine service (refer to C.1.2.6 for definition), the District will pay the contractor a fixed unit price, as stated in the Price Schedule – Attachment J.1.4, per location on a monthly basis for mowing services as described in sections C.3.2 through C.3.4 and routine fertilization services as described in section C.3.6. The District will pay the contractor for the actual number of cuts at each location performed in each month, as well as any other payable work units performed at that site that month.

B.2.2 For services ordered on an as needed basis, the District will pay the contractor a fixed unit price, as stated in the Price Schedule - Attachment J.1.4, for landscaping services such as Fertilizing (other than routine/scheduled applications), Weed Control, Core Aeration, Seeding, Pruning (Shrubs/Plants), Pruning (Trees), Bed Maintenance, Leaf Removal, Mulching, Sod Installation, as described in sections C.3.5 through C.3.14. The contractor shall invoice the District on a monthly basis for these services. Refer to G.2 for invoicing instructions.

B.2.3 For unscheduled/emergency service (refer to C.1.2.7 for definition), the District will pay the contractor the schedule/routine unit price for the location requiring unscheduled/emergency service plus a flat fee (upcharge). The contractor shall invoice the District on a monthly basis for these services. Refer to G.2 for invoicing instructions.

B.2.4 The District will reimburse the contractor for the actual cost for plants, shrubs, trees and sod for scheduled/routine and unscheduled/emergency services in accordance with section G.11 – Cost Reimbursement Ceiling.

B.3 A representative list of locations in each ward is provided in Attachment J.1.4. The District reserves the right to add, substitute, or delete locations as required to meet budgetary or operational demands. The District may not require services at each location.

B.3.1 If a location is added, the contractor will charge the District the same unit rate as a similar sized location (in terms of acres) within the same ward.

B.4 The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

a. Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, section G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

b. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

B.5 PRICE SCHEDULE - Refer to Attachment J.1.4 for Detailed Price List

B.5.1 Base Year Total Estimated Amount

	Base Year
Ward 3	$ 312,010.00
Ward 4	$ 268,646.00
Ward 5	$ 265,408.00
Ward 6	$ 237,252.00
Ward 7	$ 314,440.00
Ward 8	$ 304,570.00
Total Estimated Cost	$ 1,702,326.00

B.5.2 Option Year 1 Total Estimated Amount

	Option Year 1
Ward 3	$ 312,010.00
Ward 4	$ 268,646.00
Ward 5	$ 265,408.00
Ward 6	$ 237,252.00
Ward 7	$ 314,440.00
Ward 8	$ 304,570.00
Total Estimated Cost	$ 1,702,326.00

B.5.3 Option Year 2 Total Estimated Amount

	Option Year 2
Ward 3	$ 320,532.00
Ward 4	$ 276,066.00
Ward 5	$ 272,778.00
Ward 6	$ 244,104.00
Ward 7	$ 348,140.60
Ward 8	$ 312,310.00
Total Estimated Cost	$ 1,773,930.60

B.5.4 Option Year 3 Total Estimated Amount

	Option Year 3
Ward 3	$ 329,158.00
Ward 4	$ 283,548.00
Ward 5	$ 280,428.00
Ward 6	$ 251,144.00
Ward 7	$ 330,124.00
Ward 8	$ 319,548.00
Total Estimated Cost	$ 1,793,950.00

B.5.5 Option Year 4 Total Estimated Amount

	Option Year 4
Ward 3	$ 337,904.00
Ward 4	$ 289,512.00
Ward 5	$ 287,928.00
Ward 6	$ 258,328.00
Ward 7	$ 338,602.00
Ward 8	$ 327,970.00
Total Estimated Cost	$ 1,840,244.00

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The DC Office of Contracting and Procurement on behalf of several District agencies (the District) requires the contractor to provide grounds maintenance and landscaping services which include at minimum mowing, trimming, edging, fertilization and debris removal. Services may also include fertilization (other than routine service); pruning; weed control; flower bed planting and maintenance (including watering); raking, bagging and removal of leaves; and pruning. The objective is to present a clean, neat and professional appearance and to promote the growth of healthy grass, trees, shrubs, and plants at various District locations.

C.1.1 Applicable Documents

The contractor shall comply with all federal, state and local environmental laws and regulation. The contractor shall utilize safe products and equipment, and qualified personnel to ensure the health and safety of humans and the environment in compliance with the Environmental Protection Agency (EPA) and the Occupational and Safety Hazard Administration (OSHA). The contractor shall ensure the services are performed in accordance with established standards of Professional Grounds Management Society, International Society of Arborist, American Society of Landscape Architects and other industry and local standards such as those listed below:

Item	Title	Date
Industry Standard	American Association of Nurserymen www.anla.org	Most current version
Industry Standard	American Nursery and Landscape Association, www.anla.org	Most current version
Industry Standard	International Society of Arborist Best Management Practices for pruning, planting and tree care, www.isa-arbor.com	Most current version
DDOT Standard	DDOT Design and Engineering Standards, http://ddot.dc.gov/ddot/frames.asp?doc=/ddot/lib/ddot/information/design/ch08.pdf	Most current version
Local Standard	Mowing and fertilizing practices for the Chesapeake Watershed (Attachment J.1.5)	Most current version
OSHA Standards	OSHA Standards for Landscape and Horticultural Services http://www.osha.gov/SLTC/landscaping/standards.html	Most current version

C.1.2 Definitions

The following definitions are provided to clarify the meaning of terms used in this contract.

C.1.2.1 **As Needed Service** – Landscaping services described in sections C.3.5 through C.3.14 (except routine fertilization services described in C.3.6) which the District will order on an as needed basis.

C.1.2.2 **Defects** – Anything that impedes the contractor's ability to mow the turf or provide other grounds keeping or landscaping services; such as water build up, building materials, dumpsters or trash receptacles, vehicles, temporary structures or debris that is not considered litter.

C.1.2.3 **Landscape Appraisal for Replacement Value** - The cost approach to determining the value of plants. This approach considers the cost to either repair damages to the plants or to replace the plants. There are various methods of the Cost Approach.

a) Replacement Cost - This method is used when the plants are of a size that can be replaced. The value is based upon a) the cost of replacing the same species of the same size and quality, b) the cost of replacing one large plant with several smaller plants or c) the cost of replacing a large plant with a smaller plant and a cash settlement.
b) Trunk Formula - This method is used when the plant is too large to be replaced. This value uses the cost of replacing the largest locally available plant and adjusting it for the size difference, the condition and location of the appraised tree.

Appraised Value = Basic Value x Condition x Location

Basic Value = Replacement Cost + (Basic Price x [TA(A) - TA(R)] x Species)

Condition = A rating of the tree's structure and health and based on 100 percent
Location = the average for the tree's Site, Contribution and Placement and based on 100 percent
Replacement Cost = the cost to purchase and install the largest locally available and transportable tree in the area.
Basic Price = the cost per square inch of trunk area of a replacement tree measured at the height prescribed by the American Nursery Standards.
TA(A) = Trunk Area at 4.5 feet above the ground of the appraised tree
TA(R) = Trunk Area at 6 inches or 12 inches above the ground of the replacement tree
Species = the rating for a particular species and based on 100 percent

C.1.2.4 **Landscaped Areas** – Areas within the property that have seasonal plant materials located in them. These areas tend to have mulch on the surface; are located in a mass or foundation or border; and contain ornamental trees which are less than 20' tall.

C.1.2.5 **Litter** – Items such 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.

C.1.2.6 **Scheduled/Routine Service** – Landscape and mowing services as described in Sections C.3.2, C.3.3, C.3.4 and C.3.6 in accordance with the agreed upon schedule (refer to C.3.2.1 and C.5.1).

C.1.2.7 **Unscheduled/Emergency Service** – A request for landscaping or mowing service in addition to routine service. Unscheduled service does not include a change within the same week of a scheduled service date, or within a 5-7 day period due to inclement weather. For example, if a scheduled Wednesday cut is requested to be completed earlier on Monday of that same week, then this schedule change would not be considered an unscheduled service.

C.2 BACKGROUND

Historically, District agencies have contracted out grounds keeping services for their individual agencies. This procurement combines the requirements of several agencies. The lack of coordination and the activities of multiple contractors have typically resulted in a lack of consistency in appearance and conditions. It is anticipated that the quality of service and cost will improve as a result of this consolidated procurement.

While a consistent, neat overall appearance of each location is the overall objective, the District also encourages eco-friendly techniques to produce the desired results. The District expects that the contractor will be able to recommend environmentally friendly products and service delivery options.

The award groups are divided by geographic location (wards) for efficiency. Each ward contains various types of areas: large and small areas, parks, office buildings, and vacant properties and schools.

C.3 REQUIREMENTS

C.3.1 General Requirements

C.3.1.1 The contractor shall provide all services in accordance with quality standards of the grounds maintenance industry.

C.3.1.2 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.3.1.3 The contractor shall store its equipment off-site, not on District property.

C.3.1.4 When observed or encountered, the contractor shall notify the COTR or agency designee verbally or 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. Depending on the nature of the defect or obstacles, the COTR or agency designee, once notified, will determine if and how the contractor should proceed with lawn care operations. The contractor shall notify the COTR or the designated agency point of contact of any items that need to be moved to provide the ability for contract work to be completed.

C.3.1.5 At the start of the contract, the contractor shall provide, to the COTR, Material Safety Data Sheets (MSDS) of all products to be applied. If there are changes to products to be applied after the contractor's initial submission at the beginning of the contract, the contractor shall provide MSDS of any new chemicals to be used either at the start of each grass growing season (March);or if a change occurs during the grass growing season – three (3) days prior to the planned application if a chemical is to be applied. All chemicals being applied must meet EPA requirements and be applied in accordance with manufacturer's procedures and recommendations. All chemicals must be approved in advance of use by the COTR or agency designee. The contractor's staff who applies the chemical must be a certified pesticide applicator. The contractor shall submit, to the COTR, proof of certification at the beginning of each contract year.

C.3.1.6 The contractor must own or lease, and maintain a sufficient amount of equipment that is operable and employ enough staff to operate the equipment in order to perform services required under this contract. The contractor shall provide, to the COTR or agency designee, within two (2) days of contract award, a current list of equipment, including, but not limited to, vehicles, tractors, mowers, trimmers, blowers, rakes. The list shall include the number, brand, model, size and year (if applicable) of the contractor's equipment. The contractor must maintain an equipment and staff minimum per 100 acres assigned equal to:

a. Two (2) 40 H.P. tractor with five (5) foot rotary mower, or two (2) 72" rotary style mower,
b. Two (2) 36" cut riding rotary mowers
c. Two (2) 36" cut walk behind rotary mowers,
d. Two (2) rotary mowers for trimming,
e. Four (4) string trimmers for trimming,
f. Two (2) backpack blowers, and
g. One (1) Large tracts of open turf will require the use of gang style mowers or large "batwing style" mowers able to cut a minimum of 8 foot across in one pass.

C.3.1.7 The contractor shall provide on a routine, scheduled basis mowing and grounds keeping services as described in sections C.3.2 through C.3.6 below. The District will order all other services on an as needed basis.

C.3.2 Mowing Services

C.3.2.1 The contractor shall perform mowing as necessary to maintain the proper height of three (3) inches. Some areas will be labeled as natural or restoration areas and can have skip mow patterns to allow for wildlife habitat but these must be identified by the COTR or agency designee prior to the mowing season. The contractor shall submit a mowing schedule to the COTR or agency designee no later than thirty (30) days prior to each grass growing season (March – November). All scheduled mowing shall commence and be completed in one day, or as specified and unless otherwise rescheduled due to inclement weather. The contractor shall cut the grass to the street curb not just sidewalks; to include the tree spaces surrounding the property. The contractor shall mow around all physical features (i.e. poles, walls, fire hydrants, signs, etc.).

C.3.2.2 The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that all mowing is performed in a manner that will maintain healthy grass at the contract's required height and present a clean, neat, and professional appearance.

C.3.2.3 The contractor shall mow the turf in such a way that clippings are not piled up or rows of clippings are formed. The contractor shall change the mowing pattern or direction at each cut to reduce the grooves in the turf caused by equipment. Clippings should be recycled back into the turf. However if clipping pile up, the contractor shall remove all excess clippings in piles from turf areas at the conclusion of each mowing operation.

C.3.2.4 The contractor shall not remove more than 1/3 of grass's height during any one mowing. The contractor shall cut at a higher height and then reduce the height to the 3" on the second cut within the same visit to handle sites where the turf has grown greater than four inches unless otherwise directed by the COTR.

C.3.2.5 The contractor shall prevent scalping, uneven mowing, rutting by equipment and damage to trees, shrubs, and plants during contractor operations. The contractor shall use precautions such as removal or repair of equipment causing unnecessary damage or procedures causing unsatisfactory mowing. The contractor shall protect all trees from damage by mowers, weed eaters, and other equipment; and protect buildings and property. The contractor shall replace any damaged trees and landscape areas as a result of the contractor's action or inaction. The District will determine the value of the tree or landscape area using the Landscape Appraisal for Replacement Value.

C.3.2.6 The contractor shall repair turf damaged during mowing operations to its condition immediately before the damage within 72 hours of being notified of the damage by the COTR or agency designee designated agency point of contact.

C.3.2.7 If the contractor's equipment shreds litter such as trash or debris, the contractor shall remove the litter the same day work in that area is completed.

C.3.2.8 The contractor shall remove grass clippings from all paved surfaces immediately after mowing.

C.3.2.9 The contractor shall perform mowing and trimming so as to not project grass clippings on paved surfaces, retaining walls, curbs, fence lines, parked vehicles and all areas abutting the grass. The contractor shall direct grass clippings towards the property and away from the sidewalk or road abutting the property. In the event that clippings end up on sidewalks, streets, or areas outside of the District's property being worked on, the contractor shall immediately clear such areas of clippings.

C.3.3 Trimming/Edging

C.3.3.1 The contractor shall perform edging during each mowing operation with the use of weed eater for the edging of all accessible sidewalks, curbs, mulched areas, tree wells and flower beds.

C.3.3.2 The contractor shall use a string trimmer to define the edge to create a clean cut vertically.

C.3.3.3 The contractor shall perform trimming around all physical features (i.e. poles, walls, fire hydrants, signs, etc.) during each mowing operation to match the height and appearance of surrounding vegetation.

C.3.3.4 The contractor shall be held responsible using the Landscape Appraisal Method for Replacement Value for repair any damage to trees, shrubs and plants from trimming. The contractor shall ensure that the string of the trimmer does not come in contact with the trunk of any tree.

C.3.3.5 The contractor shall clear and clean paved surfaces, including but not limited to sidewalks, parking lots and streets, and drainage structures of grass clippings and other debris following each mowing by blowing the surface areas.

C.3.4 Remove Debris

C.3.4.1 The contractor shall remove all trash and debris prior to mowing. The contractor shall remove all other materials such as tree trimmings (branches up to 4" in diameter) and leaves from all turf service areas at the end of each mowing operation. In addition, the contractor shall remove any grass clippings or other debris on paved surfaces within the property boundaries by blowing all paved areas. The contractor shall not blow any grass clipping down the city's catch basins, nor in the city roadways. The contractor shall conduct a pre-mowing site walk through to remove all debris that will interfere with the mowing operations such as trash, limbs, or other items in the turf areas. The contractor shall remove weeds in sidewalks and on pool decks during each mowing operation.

C.3.4.2 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.3.4.3 The contractor is not responsible for emptying District trash receptacles and dumpsters.

C.3.5 Weed Control

C.3.5.1 The District will order weed control service on an as needed basis by issuance of a Purchase Order for the service. The contractor shall control weeds in grounds through implementation of a weed control program appropriate for the area being serviced. The program may include the use of controlled watering and tilling, foam and dry/wet steam, hand weeding, timed mowing and low toxicity chemicals. The contractor shall use an identifying washable dye to indicate that chemicals were used.

C.3.5.2 The contractor shall remove all weeds from sidewalks that touch buildings or are adjacent to buildings up to tree space between street curb and sidewalk to include the curb line surrounding that property.

C.3.5.3 The contractor shall maintain parking lots by keeping down plant and grass growth with Roundup or other weed killers such as Aquamaster to reduce contact with water or sewer systems.

C.3.5.4 The contractor shall keep walls, patios, and fences clean of over growth of trees, ivy, plants and weeds.

C.3.5.5 If chemicals are used, the contractor shall apply them strictly according to manufacturer's recommendations and in accordance with District of Columbia Law. Prior to the use of any chemicals, the contractor shall submit Material Safety Data Sheets to the COTR or agency designee for approval. The contractor's staff who applies the chemical must be a certified pesticide applicator. The contractor is responsible for the storage and handling of all pesticides related to this contract.

C.3.5.6 In the event of wind, spraying of liquid herbicides should be either rescheduled or undertaken with extreme caution to avoid wind drift which may endanger nearby plants and/or people and animals. For maximum effectiveness and minimum interference with other activities in the area, all spraying shall be done in early morning or late afternoon and modified according to predicted weather conditions.

C.3.5.7 The contractor shall reapply the chemicals at the contractor's expense in areas when rainfall occurs within 6 hours of application thereby reducing the effectiveness of the herbicide.

C.3.5.8 The contractor can combine herbicide treatments with fertilizer applications. A pre-emergent herbicide shall be applied to all turf areas for the control of grassy annuals such as crab grass, barnyard grass or other undesirable species. Areas that are deemed environmentally sensitive or "low mow" or wildlife habitat shall not require pesticide applications and will be identified by the COTR or agency designee.

C.3.5.9 In areas where weed treatment has resulted in damaged turf, the contractor shall restore the grounds to a healthy condition, i.e. weed free, upon request by the COTR.

C.3.6 Fertilizing

C.3.6.1 The District requires scheduled/routine fertilizing at only some of the locations identified in Attachment J.1.4. The District will pay the contractor a fixed price per application for routine service as stated under the "Scheduled Services" section of Attachment J.1.4. The number of required routine applications of fertilizer is noted in Attachment J.1.4. For the locations where the number of scheduled/routine applications is zero, the COTR or Agency Designee will order fertilization on an as needed basis and the District will pay the contractor the unit price per 1,000 sf as stated under the "As-Needed Services" section of Attachment J.1.4. The contractor shall perform fertilizing both scheduled and on an as needed basis as described below.

C.3.6.1.1 The contractor shall apply the approved turf fertilizer (refer to C.3.1.5) based on the manufacturer's instructions on the label and the Chesapeake Bay Recommendations. All fertilizer shall contain ≥ 50% water soluble nitrogen (WSN) per application. In general the application times are listed below, however, application times can change based on the weather or the COTR's determination.

a. 1st Application: Late March – Early April apply to ensure early spring green-up.

b. 2nd Application: Late September – Early October apply as fall feeding.

c. 3rd Application: Late October – Early November apply to ensure winter root production.

C.3.6.1.2 Fertilization of plant, trees and shrubs shall be completed prior to mulching. Application of fertilizer to trees, shrubs, ground cover, and perennials/annuals shall be between March 1st and March 30th of each year.

C.3.7 Core Aeration

C.3.7.1 The District will order core aeration service on an as needed basis by issuance of a Purchase Order for the service. When ordered, the contractor shall perform core aeration as specified below:

a. All lawn turf shall be aerated two (2) times per season with an approved mechanical aerator to relieve compaction, permit penetration of moisture and nutrients, and to provide a proper oxygen-soil relationship.

b. Aeration shall be performed during the growing period of spring (March – May) and fall (September or early October).

c. Core aerate by using an open tine aerator to a minimum depth of 3". Aeration shall produce holes 2 to 3" apart, or a minimum of 10 to 20 holes per square foot.

C.3.7.2 The contractor shall perform core aeration as to not damage underground sprinkler systems (including heads). If the contractor damages the sprinkler system, all replacement costs due to damage shall be borne by the Contractor.

C.3.8 Seeding

C.3.8.1 The District will order seeding service on an as needed basis by issuance of a Purchase Order for the service. When ordered, the contractor shall perform seeding as specified below.

a. Over-seed all turf areas using a 80% Tall Fescue and 20% Kentucky Bluegrass mix specified rate 4lbs/1000 sq ft. The contractor shall follow the label instructions on the seed bag for installation rates.
b. Seed shall be a blue tag certified seed mixture which is compatible with existing grass and suitable to environmental conditions of the Transitional Zone.

C.3.9 Pruning (Shrubs/Other Plants)

The District will order pruning service on an as needed basis by issuance of a Purchase Order for the service. When ordered, the contractor shall prune shrubs and other plants on grounds to maintain their natural growth characteristics and health to maintain a minimum clearance of three (3) inches from buildings, sidewalks and other obstructions. Pruning shall be performed during the appropriate season for the species being pruned and at the direction of the COTR or agency designee.

C.3.10 Pruning (Trees)

The District will order pruning service on an as needed basis by issuance of a Purchase Order for the service. When ordered, the contractor shall prune ornamental trees located in the landscaped areas of the property, according to the International Society of Arborists Best Management Practices for Pruning, to remove dead, dying or diseased trees or broken or weakened branches to lessen wind resistance. The contractor shall perform other pruning only for hazard elimination to remove storm damage or to correct prior improper pruning. A safety clearance of 15 feet shall be maintained over streets, driveways, and walk areas, and 15 feet from buildings. "Topping" or "lion tailing" are not permitted.

C.3.11 Maintenance of Flower and Rock Beds and Related Areas

C.3.11.1 The District will order flower and rock bed maintenance service on an as needed basis by issuance of a Purchase Order for the service. When ordered, the contractor shall maintain flower beds and rock beds and related area to present a neat and professional appearance. Maintenance shall include but is not limited to fertilizing, watering, cultivating, weeding, mulching and repairing or replacing damaged plants and shrubs. The District will reimburse the contractor for the actual cost of any plants or shrubs replaced. The contractor shall obtain approval from the COTR or agency designee for all plant materials for species, price, and size prior to purchase and installation. The contractor shall use plants and shrubs that are native to the area and require little maintenance.

C.3.11.2 The contractor shall install flowers into flower beds at locations identified in Attachment J.1.4 seasonally (at least 3 times per year) and replenish as needed. The timing of flower installation may change from year to year. The contractor shall confirm the exact date for installation or replenishment with the agency designee prior to installation or replenishment. The contractor shall ensure that

the exterior walls of planters are free of all plant growth from inside the planter to maintain clean outer rim of the planter. The contractor shall install or replenish flowers at new locations not initially designated in Attachment J.1.4 as directed by the COTR or agency designee.

C.3.12 Removal of Leaves

The District will order leaf removal service on an as needed basis by issuance of a Purchase Order for the service. When ordered, the contractor shall bag and remove leaves from grounds normally during the months of September through December. However, the typical months for leaf removal may vary. Once ordered, the contractor shall submit to the COTR or agency designee a schedule to provide leaf removal service that will ensure that service is routinely provided until all leaves have fallen from trees surrounding each location being serviced. The District may direct the contractor to dump the leaves at a site for composting at anytime during the term of this contract.

C.3.13 Mulching

The District will order mulching service on an as needed basis by issuance of a Purchase Order for the service. When ordered, the contractor shall provide and apply commercial grade mulch to areas designated by the COTR. The COTR or agency designee will notify the contractor of the type of mulch to be used, i.e. shredded hardwood bark or equivalent. All areas to be mulched shall be raked, debris removed, edge re-established, and any excessive mulch/soil build-up removed prior to mulch application. All ornamentals, including borders and opening with round cover beds shall be mulched, but only after fertilizer has been applied. Mulching application shall be done from fall to spring when the leaves are no longer on most plant materials. The District may substitute mulch with chips from the tree operations at the COTR's direction.

C.3.14 Sod Repair

The District will order sod repair service on an as needed basis by issuance of a Purchase Order for the service. When ordered, the contractor shall repair or replace damaged or dead sod. The District will reimburse the contractor for the actual cost of sod (Refer to section G.11).

C.3.15 Snow/Ice Removal

C.3.15.1 At the request of the COTR, the contractor shall provide all management, supervision, personnel, labor, tools, equipment, transportation and supplies necessary to ensure that snow/ice removal services are performed at designated District locations in a manner that will maintain a satisfactory and safe environment primarily during the months of December - March.

C.3.15.2 The contractor shall remove snow and ice from all paved areas, sidewalks, steps, stairs, landings, and entrances of each facility. The contractor shall ensure a pathway of 3 feet wide is free of snow and ice accumulation, piles or drifts by removing all snow and ice from sidewalks, landings, and entrances.

C.3.15.3 The contractor shall remove snow, including drifts or piles, from all remaining paved surfaces to include parking lots, where applicable. Snow/ice shall be removed when accumulation exceeds one (1) inch or within one (1) hour after snowfall stops. When snowfall is heavy or accumulations become excessive, the contractor shall remove snow when accumulation reaches 3 inches or within 2 hours after snowfall stops whichever occurs sooner. This may require multiple snow/ice removals each day.

C.3.15.4 The contractor shall immediately remove ice to provide secure footing or safe driving condition by sanding with washed sand. The contractor shall provide all sand and shall remove and dispose of excess accumulations of sand.

C.3.15.5 It is difficult to predict when snow/ice removal will be required. As a result, the COTR will give the contractor as much advance notice as possible when these services will be required. The advance notice may be as little as 8 hours.

C.4 Service Hours

The contractor shall perform all grounds maintenance/landscaping services during the hours of 7:00 am - 7:00 pm local time, Monday through Friday, excluding Federal holidays (as specified below), unless otherwise approved by the COTR. For example, if the contractor needs to work on a weekend or federal holiday in order to maintain the required grass height, the contractor shall obtain approval by the COTR. There may be situations that require the contractor to work other than the hours specific herein. In those cases, the contractor shall advise the COTR to reschedule the work to minimize disruption. If a holiday falls on a weekend (Saturday or Sunday), the contract shall resume work the following Monday.

New Year's Day	January 1st
Inauguration Day	When applicable
Dr. Martin Luther King Day	3rd Monday in January
President's Day	2nd Monday in February
Emancipation Day	April 16th (verify date)
Memorial Day	last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

C.5 Scheduling

C.5.1 The contractor shall submit updates to the Mowing Schedule, provided in accordance with section C.3.2.1. to the COTR or agency designee at least by the 1st of each month and as necessary if changes occur or as necessary to maintain the grass height specified in C.3.2.1. The COTR or agency designee will approve the revised schedule prior to commencement of work. The schedule and number of mowings required per location, per month may change depending on funding availability, weather, and need. If after the contractor's schedule is approved, the District requires a change in the mowing frequency at any of the locations, the COTR will inform the contractor and request, from the contractor, a revised Mowing Schedule. Tentative monthly mowing frequencies, unless otherwise noted in Attachment J.1.4, are:

March	3 mowing
April	4 mowings
May	4 mowings
June	4 mowings
July	3 mowings
August	2 mowings
September	3 mowings
October	2 mowings
November	2 mowing

C.5.2 The contractor may cancel all or part of a schedule mowing due to inclement weather. The contractor shall notify the COTR on or before 8:00 am of the day to be canceled, when such cancellation is desired, as well as provide date for which service is rescheduled.

C.5.3 Inclement weather shall be defined as weather that both the contractor and the COTR or agency designee agree makes the accomplishment of quality work unfeasible, unusually time-consuming, or potentially dangerous, or harmful. In the event mutual agreement cannot be reached for a particular mowing, the inclement weather determination shall be made by the contractor.

C.5.4 Any part of a scheduled mowing that is canceled due to inclement weather shall be rescheduled by the contractor to a date within three calendar days (excluding weekends) of the cancellation. The District, at its option, may elect not to reschedule any part of a mowing. If the District elects not to reschedule, the District will not be obligated to pay the contractor for that cut.

C.5.5 The District may require unscheduled/emergency service. When required, the COTR or agency designee will notify the contractor as far in advance as possible. The contractor shall be prepared to respond to requests for unscheduled/emergency service within as little as two hours. The contractor shall designate a point of contact on its staff, to receive such notification, who can

readily respond. The District may change locations or schedules of cuts, if needed, without any additional charge to the District.

C.5.6 For As Needed Services (sections C.3.6 through C.3.14), the contractor shall provide these services within the timeframe mutually agreed to by the contractor and the District.

C.6 Contractor Personnel

C.6.1 The contractor shall provide a single point of contract (contract manager) who is responsible for any contractual issues. The name of the contract manager shall be provided to the contracting officer in writing prior to the contract start date.

C.6.2 The contractor shall provide an On-site supervisor(s) who shall be responsible for the performance of work. The name of this person, and an alternate or alternates, who shall act for the contractor when the on-site supervisor is absent, shall be designated in writing to the contracting officer prior to contract start date. The contractor shall provide an emergency phone number, cell phone number or pager number that is accessible at all times.

C.6.2.1 The on-site supervisor(s) or alternate(s) shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

C.6.3 The contract manager, on-site supervisor(s) and alternates shall be able to read, write, speak and understand the English language.

C.6.4 The contractor shall not employ any person for work on this contract if such employee is identified to the contractor by the contracting officer as a potential threat to the health, safety, security, general well being or operational mission of the District agency, its employees, and visitors. Where reading, understanding, and discussing safety and environmental warnings are an integral part of a contract employee's duties, that employee shall be able to understand, read, write, and speak the English language.

C.6.5 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.6.6 The contractor shall ensure employees have a current and valid driver's license before the employee operates a contractor-owed vehicle.

C.6.7 The contractor shall provide employees that are fully capable, experiences, 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.6.8 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.6.9 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.6.10 If services are performed at a location where children will 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.7 Equipment

C.7.1 The contractor shall provide and maintain contractor-owned or leased vehicles to meet the requirements of this contract. Any contractor vehicles used in the performance of this contract shall have the company name prominently displayed on both sides of the vehicle.

C.7.2 All vehicles used in the performance of this contract shall be in operable condition and meet the local, state and federal safety requirements. The COTR or agency designee personnel may inspect the contractor's vehicles at any time and direct the removal of any unsafe or non-functional vehicles. All vehicles shall be registered, licensed, insured, and operated by a licensed driver. All vehicles shall be registered; have Department of Transportation (DOT) numbers visible as required by law and follow all District regulations related to parking, driving, and licensing.

C.7.3 The contractor's equipment, including but not limited to mowers (push, riding and tractor), and trimmer shall be quality, size and type suitable for accomplishing the required work. The contractor's equipment shall be in good repair and able to operate efficiently and safely. Mower blades shall be sharp, to prevent the tearing of the grass blades.

C.7.4 The contractor's equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in a n unsafe manner, the COTR or agency designee shall direct the contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the District.

C.7.5 The COTR or designated personnel may inspect the contractor's equipment and tools at any time.

C.8 Public Safety

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, District Department of Transportation regulations and District Department of Public Works parking 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 COTR or the District's building manager(s) for the location.

C.9 Quality Assurance

The contractor shall establish, develop, maintain, and implement 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 QCP to the COTR or agency designee within two (2) days of contract award. The QCP shall include timely and effective corrective action for all deficiencies identified by the contractor or COTR or agency designee; 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 COTR or agency designee for approval.

C.10 Reporting

C.10.1 The contractor shall submit daily, weekly and monthly Work Completion Reports to the COTR and each respective agency point of contact. Daily reports are due by 9am the work day following the day service is provided. Weekly reports are due by 9 am each Monday (if the Monday is a holiday, the report will be due on Tuesday). Monthly reports are due by the 10th of the month following the month work is performed.

C.10.2 The contractor shall immediately notify the COTR and agency designee, in writing, of any accidents on the job site arising from the performance of this

contract that involve bodily injury to contractor's employees or District workers or both, building occupants, visitors, or other persons.

SECTION D: PACKAGING AND MARKING

Not Applicable

SECTION D: PACKAGING AND MARKING

Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) Inspection of Supplies and clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

E.2 To facilitate the surveillance of the contractor's performance, the COTR or agency designee will verify the contractor's compliance with the requirements of the contract through a series of random; announced/unannounced; and impromptu/scheduled inspections.

E.3 If any of the services do not conform to the contract requirements, the District Government shall require the contractor to perform the services again in conformity with contract requirements, at no cost to the District Government, and may require the contractor to take necessary action to ensure that future performance conforms to contract requirements.

E.4 If the contractor fails to promptly perform the repeat services or to take the necessary corrective action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise perform the services and charge to the contractor any cost incurred by the District Government that is directly related to the performance of such services or (2) terminate the contract for default pursuant to the Default Clause of the contract. The COTR not the agency designee will make the final decision regarding acceptance of the contractor's work.

E.5 The COTR or agency designee will meet at least twice a week with the contractor's contract manager and On-site Supervisor(s) during the first month of the contract. Thereafter, meetings will be scheduled monthly by the COTR or agency designee as often as necessary.

E.6 On at least an annual basis, the COTR or agency designee will complete a performance evaluation of the contractor. To assist in completing the evaluation, the COTR or agency designee may conduct periodic customer surveys.

E.7 The District reserves the right to inspect the contractor's equipment at any time.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four, one-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 a 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 Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period shall be as specified in the contract.

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

F.3 DELIVERABLES

The contractor shall provide the following deliverables to the COTR:

SOW Section	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.3.1.4	Surface Defects		Verbal or written	Immediately upon detection
C.3.1.5 and C.3.5.2	Material Safety Data Sheets	1 per product	Hard copy	At the start of each season (March 1st) and at any time during the season – three (3) days prior to the planned application
C.3.1.6	Equipment Inventory	1	Hard copy	Within 2 days of contract award
C.3.2.1	Mowing	1	Hard or electronic	Thirty days prior to

	Schedule		copy	mowing season
C.5.1	Updates to Mowing Schedule	1	Hard or electronic copy	Monthly and as required
C.6.1	Contact phone numbers for On-site Supervisor(s)		Via email	Upon contract award
C.9	Quality Assurance Plan	1	Hard copy or electronic copy	Within 2 days of contract award
C.10.1	Daily, Weekly and Monthly Work Completion Report	1	Hard copy or electronic copy	As specified in C.10.1
C.10.2	Accident Report	1	Verbal and/or written notification	Immediately following occurrence

F.3.1 The contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that 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 may not make final payment to the contractor.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

G.1.2 The District will pay the contractor on or before the 30th day after receiving a proper invoice from the contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The contractor's invoice should clearly identify each location serviced grouped by agency as listed in Attachment J.1.4, the number of cuts at each location performed that month, as well as any other payable work units performed at that site that month. Electronic submission of invoices is acceptable. The address of the CFO is:

Name: Associate Chief Financial Officer (CFO)
Address: 2000, 14th Street, N.W., 6th Floor
Washington, D.C. 20009
Telephone: (202) 671-2300

G.2.2 To constitute a proper invoice, the contractor shall submit the following information on the invoice:

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 No final payment shall be made to the contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

The District will pay the amount due the contractor under the contract after:

G.4.1 Completion by the contractor and verification and acceptance of work by the COTR; and

G.4.2 Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,

make payment of this invoice to _____

(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

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

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

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

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

G.6.2.3 Any amount of an interest penalty which remains unpaid by the contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 FLOW DOWN REQUIREMENT FOR SUBCONTRACTS

The Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any lower-tier subcontractors or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code § 2-221.02 (d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

James Roberts
Contracting Officer
Office of Contracting and Procurement
2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
(202) 671-2200

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AND AGENCY DESIGNEES

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Anthony Duckett C.P.M.
Associate Administrator, SACD
Solid Waste Management Administration
Department of Public Works
(202) 645-3900 office
(202) 645-4155 fax

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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.9.4 Each agency participating in this contract will designate an agency point of contract. The names and phone numbers for the designees will be provided to the contractor upon contract award. The agency designees may order unscheduled/emergency services subject to the limits described herein. The agency designees will be responsible for assisting the COTR in the day-to-day monitoring and supervision of the contract and ensuring that the work conforms to the requirements of this contract. The agency designees will sign off on monthly invoices to indicate completion and acceptance of service.

G.10 ORDERING CLAUSE

a) Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer, Contracting Officer's Technical Representative. Such orders may be issued during the term of this contract. All unscheduled work is determined by the agency designee but funding must be available for the request prior to performing the task. The contractor shall verify the availability of funding by contacting the COTR.

b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.11 COST REIMBURSEMENT CEILING

a) The District will reimburse the contractor for the actual cost for plant materials including plants, shrubs, trees and sod (refer to sections C.3.11 and C.3.14). The cost reimbursement ceiling for these items is $10,000 per year.

b) 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 ceilings.

c) The contractor must notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for providing plant materials under this contract will be either greater or substantially less than the cost reimbursement ceilings.

d) As part of the notification, the contractor must provide the Contracting Officer a revised estimate of the total cost of performing the requested service.

e) The District is not obligated to reimburse the contractor for costs incurred in excess of the cost reimbursement ceiling specified in G.11 a) and the contractor is not obligated to continue performance under sections C.3.11, C.3.13, and C.3.14 of this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceilings specified in G.11 a), until the Contracting Officer notifies the contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for providing plant material .

f) No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. 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 ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.

g) If any cost reimbursement ceiling specified in G.11 a) 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 Contracting Officer issues a termination or other notice

directing that the increase is solely to cover termination or other specified expenses.

h) A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in G.11 a) as set forth in the Contract, unless the change order specifically increases the cost reimbursement ceiling.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The contractor shall be bound by the Wage Determination 2005-2103, Revision 8 dated May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. [Note the contractor may be bound by a different wage determination if any of its employees are members of a collective bargaining unit.] The contractor shall be bound by the wage rates for the term of the contract. 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 Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform

a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the contractor receives a request for such information, the contractor shall immediately send the request to the COTR designated in subsection G.9 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 COTR will forward a copy to the contractor. In either event, the contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

H.5.1 The contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. ("First Source Act").

H.5.2 The contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.1.6) 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 Department of Employment Services ("DOES"); and
(2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying 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 Contracting Officer its compliance with the section H.5.4 of this clause; or
(2) Submit a request to the Contracting Officer 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 Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer 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 Contracting Officer 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 Contracting Officer determines that the contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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 Contracting Officer 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 the contract any decision of the Contracting Officer 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 PROTECTION OF PROPERTY:

H.6.1 The contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment or providing services covered by this contract. Whenever any existing property, material, equipment or facility is damaged by the contractor, the cost of repair or replacement shall be charged to the contractor. Items covered by this provision include, but are not limited to, curbs, sidewalks, lawns, plantings, trees, signs, down spouts, and refuse containers. The contractor shall immediately report any property damage to the COTR or agency designee.

H.6.2 The contractor shall repair, to its original state, any landscaped damaged by failure to provide proper and adequate protection, to the satisfaction of the COTR or agency designee, or remove and replace new materials or plantings at the contractor's expense. Repair work due to damages caused by the contractor shall be coordinated through and subject to the approval of the COTR or agency designee.

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

During the performance of the 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 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 program and activities. See 29 U.S.C. §794 et seq.

H.9 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract 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 Contracting Officer at least thirty 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 Contracting Officer for any proposed substitution of key personnel.

For this contract, the District considers all on-site supervisors, foreman, and Certified Commercial Applicators to be key personnel.

H.10 AUDITS AND RECORDS

H.10.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.10.2 **Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the contractor's plants, or parts of them, engaged in performing the contract.

H.10.3 **Cost or pricing data.** If the contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

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

H.10.4 **Comptroller General**

H.10.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.10.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.10.5 **Reports.** If the contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

a) The effectiveness of the contractor's policies and procedures to produce data compatible with the objectives of these reports; and
b) The data reported.

H.10.6 **Availability.** The contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.x.1 through H.x.5, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

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

H.10.7 The contractor shall insert a clause containing all the terms of this clause, including this section H.x.7, in all subcontracts under this contract that exceed the small purchase threshold of $100,000, and:

a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
b) For which cost or pricing data are required; or
a) That requires the subcontractor to furnish reports as discussed in H.x.5 of this clause.

H.11 SPECIAL REQUIREMENTS – REGULATORY AND ENVIRONMENTAL PROVISIONS

H.11.1 The contractor shall comply with all environmental laws, including D.C. Law 7-226, "the D.C. Solid Waste Management and Multi-Material Recycling Act of 1988," and any laws relating to hazardous materials on the job sites or related to the contractor's activities on the job sites. The contractor shall not manage, use or store hazardous materials on the job sites. The contractor shall not manage, use or store hazardous materials at the job sites except as reasonably necessary to perform the requirements of this contract. The contractor shall not dispose of or treat any hazardous materials on the job sites or surrounding lands or waters. The contractor shall immediately provide to the District a written list of hazardous

materials used or stored, or intended to be used or stored, at the job site, and the approximate quantities to be used or stored, prior to entering into this contract.

H.11.2 If used, the contractor shall apply herbicides and pesticides in accordance with all federal and local laws and regulations and under the supervision of a Certified Commercial Applicator properly licensed by the DC Department of Consumer and Regulatory Affairs.

H.12 WAY TO WORK AMENDMENT ACT OF 2006

H.12.1 Except as described in H.12. 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.12.2 The contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.12.3 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.12.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.12.5 The contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The contractor shall also post the Notice attached as J.1.3 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.12.6 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.12.7 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.12.8 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 eminent 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.12.9 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.13 PERFORMANCE BOND

H.13.1 Prior to contract execution and within seven days after being called upon by the District to do so, the successful bidder shall provide the District with a performance security.

H.13.2 Due to the essential and critical nature of the services being specified in this

contract, the performance security shall be in an amount equal to 100 percent of the contractor's proposed first year contract price.

H.13.3 Any change in work, extension of time, or termination of this contract, shall in no way release the contractor or any of its sureties from any of their obligations.

H.13.4 During the contract term if any individual or a series of modifications which increases the total contract price by $500,000 or more are made to the contract, resulting from this IFB after contract execution, the contractor shall be required to provide an additional performance security, or increase its existing security, in an amount such that the total security remains equal to 100 percent of the contract's total price.

H.13.4.1 Any such additions or increases in the posted performance security shall be made within 30 days of execution of the contract modification.

H.13.5 Thirty (30) days prior to the expiration of the contract or any extensions thereof, the contractor shall submit performance security, in an amount such that the total security remains equal to 100 percent of the total price for any proposed extensions.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP"), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

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

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The contractor agrees not to assert any rights in common law or in equity in such data. The contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or

instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a

single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE:

A. GENERAL REQUIREMENTS. The Contractor 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 Contracting Officer 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 Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction

where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide

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

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

   Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: $5,000,000 per occurrence, including the District of Columbia as additional insured.

5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of

professional services under this Contract. The policy shall provide limits of $1,000,000 per occurrence for each wrongful act and $3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of $50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

7. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of $1,000,000 in coverage per incident and $2,000,000 aggregate.

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

C. 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.

D. 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.

E. 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.

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

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 completed Equal Employment Opportunity Information Report is incorporated herein as Section J.1.7. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE AND INCORPORATED DOCUMENTS

The following documents are incorporated by reference into the contract. In the event of an inconsistency among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

I.10.1.1 This Agreement, Sections A-J, including Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007;

I.10.1.2 Contractor's Technical Proposal dated 10/27/09, including certifications.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of $1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.12 PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia.

In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

I.13 ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the contractor by the District or to relieve the contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

I.14 COST-REIMBURSEMENT CONTRACTS

Only costs determined in writing to be reimbursable by the Contracting Officer, in accordance w section G.11shall be reimbursable.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, revision 8, dated May 26, 2009

J.1.2 Living Wage Fact Sheet

J.1.3 Living Wage Notice

J.1.4 Locations and Detailed Price List

a. Ward 3
b. Ward 4
c. Ward 5
d. Ward 6
e. Ward 7
f. Ward 8

J.1.5 Mowing and fertilizing practices for the Chesapeake Watershed

J.1.6 First Source Agreement

J.1.7 EEO Statement

J.1.8 Contractor's Technical Proposal dated 10/27/09