

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF REAL ESTATE SERVICES

CONTRACTING AND PROCUREMENT DIVISION



## BID DOCUMENT

INVITATION NO. DCAM-2009-B-0055

AGENCY: D. C. Department of Real Estate Services

PROJECT: Pest Control Services

LOCATION: Various District Government Facilities



<b><u>SOLICITATION, OFFER AND AWARD</u></b>		<b>1. Caption: Pest Control Services for Various DC Properties</b>			<b>Page 1 of 49</b>		
2. Contract Number		3. Solicitation No.: <b>DCAM-2009-B-0055</b>	4. Type of Solicitation <b>[X] Sealed Bid (IFB)</b>	5. Date Issued: <b>August 28<sup>th</sup>, 2009</b>	6. Type of Market <b>[ X ] Open Market</b>		
7. Issued By: DC Department of Real Estate Services Contracting & Procurement Division 2000 - 14th Street, N.W., 5 <sup>th</sup> Floor Washington, D.C. 20009			8. Address Offer To: DC Department of Real Estate Services Bid Counter, 3 <sup>rd</sup> Floor 2000 - 14 <sup>th</sup> Street, N.W., 3 <sup>rd</sup> Floor Washington, D.C. 20009				
<b>NOTE:</b> In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in <u>1</u> "original" plus <u>2</u> copies to perform the work required will be received at the place specified in item 8, or if hand carried to the bid counter located at address shown in item 8 until <b>2:00 PM local time on September 30th, 2009</b> . (Hour) (Date)							
<b>CAUTION:</b> Late Submissions, Modifications and Withdrawals See 27DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation							
10. For information contact:	A. Name: <b>Ms. Silvia D. Silverman</b>		B. Telephone (No collect calls) (Area Code) <b>202</b> (Number) <b>671-1359</b> (Ext) <b>N/A</b>		C. E-mail Address <b>Silvia.Silverman@dc.gov</b>		
<b>11. Table of Contents</b>							
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within ___ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	__ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):							
15A. Name and Address of Offeror			16. Name and title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code) Number Ext.		15 C. Check if remittance address is different from above – Refer to Section G		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount	21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)		24. Award Date		
Government of the District of Columbia			DC Department of Real Estate Services Contracting & Procurement Division				

**PART I**

**SECTION B: SUPPLIE OR SERVICES AND PRICE**

**B.1 SUMMARY OF SERVICES**

- B.1.1** The District of Columbia Department of Real Estate Services (DRES), Contracting and Procurement Division, on behalf of the Department of Real Estate Services' Facilities Division (the District), is seeking a Contractor to provide a Comprehensive Pest Control program for various District properties, in accordance with Section C, Scope/Specifications.
- B.1.2** The District contemplates award of a firm fixed price contract.
- B.1.3** The contractor shall bid on each facility below on a monthly basis. The rate shall include transportation charges and must remain constant for the entire contract period.
- B.1.4** The District reserves the right to add additional facilities to the contract. If the District adds additional facilities to the contract, the Contractor agrees that his existing bids for similar size (square footage) buildings shall be the basis of the cost proposal.
- B.1.5** The District reserves the right to request service on an emergency basis. The Contractor shall bid an hourly rate for the emergency services in the space provided for in Group VI for the base and option years.

**B.2 BASE YEAR**

	<u>Properties</u>	<u>Estimated Size</u> <u>(square feet)</u>	<u>Price per</u> <u>Month</u>	<u>Estimated</u> <u>Quantity</u>	<u>Yearly</u> <u>Price</u>
<b>CLIN</b>	<b>GROUP I</b>				
0001	D.C. Armory	284,236		12 Months	
0002	DRES Warehouse	213,098		12 Months	
0003	1st District Police Hqr/ Traffic Div.	7,890		12 Months	
0004	1st District Substation	10,017		12 Months	
0005	2nd District Police Headquarters	36,852		12 Months	
0006	3rd District Police Headquarters	38,852		12 Months	
0007	4th District Police Headquarters	42,498		12 Months	
0008	4th District Substation	13,793		12 Months	
0009	5th District Police Headquarters	36,888		12 Months	
0010	6th District Police Headquarters	37,935		12 Months	
0011	6th District Substation	35,708		12 Months	
0012	7th District Police Headquarters	43,190		12 Months	
0013	Special Operations Branch	10,530		12 Months	
0014	SOD Tactical Branch	10,000		12 Months	
0015	MPD Youth Division	10,762		12 Months	
0016	MPD Harbor Branch & Boat House	12,000		12 Months	
0017	MPD Narcotics & Special Invest.	22,825		12 Months	
0018	Police Academy/MPD Training/K-9	112,283		12 Months	
0019	DPW 111 CDL Testing Facility	750		12 Months	
0020	DPW Solid Waste	31,926		12 Months	
0021	DPW Tree Division/Solid Waste	5,030		12 Months	
0022	DPW Solid Waste	76,348		12 Months	
0023	DPW Auction & Storage Building	7,420		12 Months	
0024	DPW Fleet Management 1	78,550		12 Months	
00025	DPW Fleet Management 2	45,000		12 Months	
0026	DPW Tire Shop	13,376		12 Months	
0027	DPW/TSA Services Building	29,160		12 Months	
0028	D.C. Emergency Mgt & Comm.	16,500		12 Months	
0029	DPW Fleet Management	10,000		12 Months	
0030	Grimke Building	35,356		12 Months	
0031	Henry Daly Building	507,790		12 Months	
0032	Frank D. Reeves Center	244,470		12 Months	
0033	No. 1 Judiciary Square	636,994		12 Months	
0034	Share Computer	22,461		12 Months	
0035	MPD Warehouse	10,000		12 Months	
0036	Public Safety Communications Ctr.	35,000		12 Months	
0037	Annex No. 8	3,100		12 Months	
0038	Annex No. 9	5,000		12 Months	
0039	Record Center	15,000		12 Months	
0040	Recorder of Deeds	46,085		12 Months	
0041	MPD Fleet Mgt/Radio Services	144,000		12 Months	
0042	MPD Mobile Crime	42,470		12 Months	

	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Month</u>	<u>Estimated Quantity</u>	<u>Yearly Price</u>
0043	Chief Medical Examiner's Building	27,530		12 Months	
0044	DMV Headquarters	38,311		12 Months	
	<b>TOTAL (GROUP I)</b>	3,068,312			
	<b>GROUP II</b>				
0045	CCNV	350,000		12 Months	
0046	Spring Road	6,900		12 Months	
0047	Gales Shelter	41,000		12 Months	
0048	801 East Building	62,048		12 Months	
0049	Townhome	2,530		12 Months	
0050	Townhome	2,530		12 Months	
0051	Residence	20,000		12 Months	
0052	Residence	20,000		12 Months	
0053	Blair Shelter	12,500		12 Months	
0054	House of Ruth	17,940		12 Months	
0055	Emery Shelter	35,586		12 Months	
	<b>TOTAL (GROUP II)</b>	571,034			
	<b>GROUP III</b>				
0056	*Youth Rehabilitation Building	105,800		12 Months	
	<b>TOTAL (GROUP III)</b>	105,800			
	<b>GROUP IV</b>				
0057	DC General Hospital Campus	730,380		12 Months	
	<b>TOTAL (GROUP IV)</b>	730,380			
	<b>GROUP V</b>				
0058	Slowe School	54,500		12 Months	
0059	Merritt School	90,400		12 Months	
0060	PR Harris School	348,700		12 Months	
0061	Meyer School	62,200		12 Months	
	<b>TOTAL (GROUP V)</b>	555,800			
	<b>GROUP VI</b>				
0062	DC Village	10,000		12 Months	
	<b>TOTAL (GROUP VI)</b>	10,000			
0063	<b>Emergency Services</b>		Per hr		

TOTAL BID (Base Year) \$ \_\_\_\_\_

**B.3 FIRST OPTION YEAR**

	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Month</u>	<u>Estimated Quantity</u>	<u>Yearly Rate</u>
CLIN	GROUP I				
1001	D.C. Armory	284,236		12 Months	
1002	DRES Warehouse	213,098		12 Months	
1003	1st District Police Hqr/ Traffic Div.	7,890		12 Months	
1004	1st District Substation	10,017		12 Months	
1005	2nd District Police Headquarters	36,852		12 Months	
1006	3rd District Police Headquarters	38,852		12 Months	
1007	4th District Police Headquarters	42,498		12 Months	
1008	4th District Substation	13,793		12 Months	
1009	5th District Police Headquarters	36,888		12 Months	
1010	6th District Police Headquarters	37,935		12 Months	
1011	6th District Substation	35,708		12 Months	
1012	7th District Police Headquarters	43,190		12 Months	
1013	Special Operations Branch	10,530		12 Months	
1014	SOD Tactical Branch	10,000		12 Months	
1015	MPD Youth Division	10,762		12 Months	
1016	MPD Harbor Branch & Boat House	12,000		12 Months	
1017	MPD Narcotics & Special Invest.	22,825		12 Months	
1018	Police Academy/MPD Training/K-9	112,283		12 Months	
1019	DPW 111 CDL Testing Facility	750		12 Months	
1020	DPW Solid Waste	31,926		12 Months	
1021	DPW Tree Division/Solid Waste	5,030		12 Months	
1022	DPW Solid Waste	76,348		12 Months	
1023	DPW Auction & Storage Building	7,420		12 Months	
1024	DPW Fleet Management 1	78,550		12 Months	
1025	DPW Fleet Management 2	45,000		12 Months	
1026	DPW Tire Shop	13,376		12 Months	
1027	DPW/TSA Services Building	29,160		12 Months	
1028	D.C. Emergency Mgt & Comm.	16,500		12 Months	
1029	DPW Fleet Management	10,000		12 Months	
1030	Grimke Building	35,356		12 Months	
1031	Henry Daly Building	507,790		12 Months	
1032	Frank D. Reeves Center	244,470		12 Months	
1033	No. 1 Judiciary Square	636,994		12 Months	
1034	Share Computer	22,461		12 Months	
1035	MPD Warehouse	10,000		12 Months	
1036	Public Safety Communications Ctr.	35,000		12 Months	
1037	Annex No. 8	3,100		12 Months	
1038	Annex No. 9	5,000		12 Months	
1039	Record Center	15,000		12 Months	
1040	Recorder of Deeds	46,085		12 Months	
1041	MPD Fleet Mgt/Radio Services	144,000		12 Months	
1042	MPD Mobile Crime	42,470		12 Months	

	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Month</u>	<u>Estimated Quantity</u>	<u>Yearly Rate</u>
1043	Chief Medical Examiner's Building	27,530		12 Months	
1044	DMV Headquarters	38,311		12 Months	
	<b>TOTAL (GROUP I)</b>				
	<b>GROUP II</b>				
1045	CCNV	350,000		12 Months	
1046	Spring Road	6,900		12 Months	
1047	Gales Shelter	41,000		12 Months	
1048	801 East Building	62,048		12 Months	
1049	Townhome	2,530		12 Months	
1050	Townhome	2,530		12 Months	
1051	Residence	20,000		12 Months	
1052	Residence	20,000		12 Months	
1053	Blair Shelter	12,500		12 Months	
1054	House of Ruth	17,940		12 Months	
1055	Emery Shelter	35,586		12 Months	
	<b>TOTAL (GROUP II)</b>				
	<b>GROUP III</b>				
1056	*Youth Rehabilitation Building	105,800		12 Months	
	<b>TOTAL (GROUP III)</b>				
	<b>GROUP IV</b>				
1057	DC General Hospital Campus	730,380		12 Months	
	<b>TOTAL (GROUP IV)</b>				
	<b>GROUP V</b>				
1058	Slowe School	54,500		12 Months	
1059	Merritt School	90,400		12 Months	
1060	PR Harris School	348,700		12 Months	
1061	Meyer School	62,200		12 Months	
	<b>TOTAL (GROUP V)</b>				
	<b>GROUP VI</b>				
1062	DC Village	10,000		12 Months	
	<b>TOTAL (GROUP VI)</b>				
1063	<b>Emergency Services</b>		Per hr		

TOTAL BID (First Option Year) \$ \_\_\_\_\_

**B.4 SECOND OPTION YEAR**

	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Month</u>	<u>Estimated Quantity</u>	<u>Yearly Rate</u>
<b>CLIN</b>	<b>GROUP I</b>				
2001	D.C. Armory	284,236		12 Months	
2002	DRES Warehouse	213,098		12 Months	
2003	1st District Police Hqr/ Traffic Div.	7,890		12 Months	
2004	1st District Substation	10,017		12 Months	
2005	2nd District Police Headquarters	36,852		12 Months	
2006	3rd District Police Headquarters	38,852		12 Months	
2007	4th District Police Headquarters	42,498		12 Months	
2008	4th District Substation	13,793		12 Months	
2009	5th District Police Headquarters	36,888		12 Months	
2010	6th District Police Headquarters	37,935		12 Months	
2011	6th District Substation	35,708		12 Months	
2012	7th District Police Headquarters	43,190		12 Months	
2013	Special Operations Branch	10,530		12 Months	
2014	SOD Tactical Branch	10,000		12 Months	
2015	MPD Youth Division	10,762		12 Months	
2016	MPD Harbor Branch & Boat House	12,000		12 Months	
2017	MPD Narcotics & Special Invest.	22,825		12 Months	
2018	Police Academy/MPD Training/K-9	112,283		12 Months	
2019	DPW 111 CDL Testing Facility	750		12 Months	
2020	DPW Solid Waste	31,926		12 Months	
2021	DPW Tree Division/Solid Waste	5,030		12 Months	
2022	DPW Solid Waste	76,348		12 Months	
2023	DPW Auction & Storage Building	7,420		12 Months	
2024	DPW Fleet Management 1	78,550		12 Months	
2025	DPW Fleet Management 2	45,000		12 Months	
2026	DPW Tire Shop	13,376		12 Months	
2027	DPW/TSA Services Building	29,160		12 Months	
2028	D.C. Emergency Mgt & Comm.	16,500		12 Months	
2029	DPW Fleet Management	10,000		12 Months	
2030	Grimke Building	35,356		12 Months	
2031	Henry Daly Building	507,790		12 Months	
2032	Frank D. Reeves Center	244,470		12 Months	
2033	No. 1 Judiciary Square	636,994		12 Months	
2034	Share Computer	22,461		12 Months	
2035	MPD Warehouse	10,000		12 Months	
2036	Public Safety Communications Ctr.	35,000		12 Months	
2037	Annex No. 8	3,100		12 Months	
2038	Annex No. 9	5,000		12 Months	
2039	Record Center	15,000		12 Months	
2040	Recorder of Deeds	46,085		12 Months	
2041	MPD Fleet Mgt/Radio Services	144,000		12 Months	
2042	MPD Mobile Crime	42,470		12 Months	

	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Month</u>	<u>Estimated Quantity</u>	<u>Yearly Rate</u>
2043	Chief Medical Examiner's Building	27,530		12 Months	
2044	DMV Headquarters	38,311		12 Months	
	<b>TOTAL (GROUP I)</b>				
	<b>GROUP II</b>				
2045	CCNV	350,000		12 Months	
2046	Spring Road	6,900		12 Months	
1047	Gales Shelter	41,000		12 Months	
2048	801 East Building	62,048		12 Months	
2049	Townhome	2,530		12 Months	
2050	Townhome	2,530		12 Months	
2051	Residence	20,000		12 Months	
2052	Residence	20,000		12 Months	
2053	Blair Shelter	12,500		12 Months	
2054	House of Ruth	17,940		12 Months	
2055	Emery Shelter	35,586		12 Months	
	<b>TOTAL (GROUP II)</b>				
	<b>GROUP III</b>				
2056	*Youth Rehabilitation Building	105,800		12 Months	
	<b>TOTAL (GROUP III)</b>				
	<b>GROUP IV</b>				
2057	DC General Hospital Campus	730,380		12 Months	
	<b>TOTAL (GROUP IV)</b>				
	<b>GROUP V</b>				
2058	Slowe School	54,500		12 Months	
2059	Merritt School	90,400		12 Months	
2060	PR Harris School	348,700		12 Months	
2061	Meyer School	62,200		12 Months	
	<b>TOTAL (GROUP V)</b>				
	<b>GROUP VI</b>				
2062	DC Village	10,000		12 Months	
	<b>TOTAL (GROUP VI)</b>				
2063	<b>Emergency Services</b>		Per hr		

TOTAL BID (Second Option Year) \$ \_\_\_\_\_

**B.5 THIRD OPTION YEAR**

	<u>Properties</u>	<u>Estimated Size</u> <u>(square feet)</u>	<u>Price per</u> <u>Month</u>	<u>Estimated</u> <u>Quantity</u>	<u>Yearly</u> <u>Price</u>
<b>CLIN</b>	<b>GROUP I</b>				
3001	D.C. Armory	284,236		12 Months	
3002	DRES Warehouse	213,098		12 Months	
3003	1st District Police Hqr/ Traffic Div.	7,890		12 Months	
3004	1st District Substation	10,017		12 Months	
3005	2nd District Police Headquarters	36,852		12 Months	
3006	3rd District Police Headquarters	38,852		12 Months	
3007	4th District Police Headquarters	42,498		12 Months	
3008	4th District Substation	13,793		12 Months	
3009	5th District Police Headquarters	36,888		12 Months	
3010	6th District Police Headquarters	37,935		12 Months	
3011	6th District Substation	35,708		12 Months	
3012	7th District Police Headquarters	43,190		12 Months	
3013	Special Operations Branch	10,530		12 Months	
3014	SOD Tactical Branch	10,000		12 Months	
3015	MPD Youth Division	10,762		12 Months	
3016	MPD Harbor Branch & Boat House	12,000		12 Months	
3017	MPD Narcotics & Special Invest.	22,825		12 Months	
3018	Police Academy/MPD Training/K-9	112,283		12 Months	
3019	DPW 111 CDL Testing Facility	750		12 Months	
3020	DPW Solid Waste	31,926		12 Months	
3021	DPW Tree Division/Solid Waste	5,030		12 Months	
3022	DPW Solid Waste	76,348		12 Months	
3023	DPW Auction & Storage Building	7,420		12 Months	
3024	DPW Fleet Management 1	78,550		12 Months	
3025	DPW Fleet Management 2	45,000		12 Months	
3026	DPW Tire Shop	13,376		12 Months	
3027	DPW/TSA Services Building	29,160		12 Months	
3028	D.C. Emergency Mgt & Comm.	16,500		12 Months	
3029	DPW Fleet Management	10,000		12 Months	
3030	Grimke Building	35,356		12 Months	
3031	Henry Daly Building	507,790		12 Months	
3032	Frank D. Reeves Center	244,470		12 Months	
3033	No. 1 Judiciary Square	636,994		12 Months	
3034	Share Computer	22,461		12 Months	
3035	MPD Warehouse	10,000		12 Months	
3036	Public Safety Communications Ctr.	35,000		12 Months	
3037	Annex No. 8	3,100		12 Months	
3038	Annex No. 9	5,000		12 Months	
3039	Record Center	15,000		12 Months	
3040	Recorder of Deeds	46,085		12 Months	
3041	MPD Fleet Mgt/Radio Services	144,000		12 Months	
3042	MPD Mobile Crime	42,470		12 Months	

	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Month</u>	<u>Estimated Quantity</u>	<u>Yearly Price</u>
3043	Chief Medical Examiner's Building	27,530		12 Months	
3044	DMV Headquarters	38,311		12 Months	
	<b>TOTAL (GROUP I)</b>				
	<b>GROUP II</b>				
3045	CCNV	350,000		12 Months	
3046	Spring Road	6,900		12 Months	
3047	Gales Shelter	41,000		12 Months	
3048	801 East Building	62,048		12 Months	
3049	Townhome	2,530		12 Months	
3050	Townhome	2,530		12 Months	
3051	Residence	20,000		12 Months	
3052	Residence	20,000		12 Months	
3053	Blair Shelter	12,500		12 Months	
3054	House of Ruth	17,940		12 Months	
3055	Emery Shelter	35,586		12 Months	
	<b>TOTAL (GROUP II)</b>				
	<b>GROUP III</b>				
3056	*Youth Rehabilitation Building	105,800		12 Months	
	<b>TOTAL (GROUP III)</b>				
	<b>GROUP IV</b>				
3057	DC General Hospital Campus	730,380		12 Months	
	<b>TOTAL (GROUP IV)</b>				
	<b>GROUP V</b>				
3058	Slowe School	54,500		12 Months	
3059	Merritt School	90,400		12 Months	
3060	PR Harris School	348,700		12 Months	
3061	Meyer School	62,200		12 Months	
	<b>TOTAL (GROUP V)</b>				
	<b>GROUP VI</b>				
3062	DC Village	10,000		12 Months	
	<b>TOTAL (GROUP VI)</b>				
3063	<b>Emergency Services</b>		Per hr		

TOTAL BID (Third Option Year) \$ \_\_\_\_\_

**B.6 FOURTH OPTION YEAR**

	<u>Properties</u>	<u>Estimated Size</u> <u>(square feet)</u>	<u>Price per</u> <u>Month</u>	<u>Estimated</u> <u>Quantity</u>	<u>Yearly</u> <u>Price</u>
<b>CLIN</b>	<b>GROUP I</b>				
4001	D.C. Armory	284,236		12 Months	
4002	OPM Warehouse	213,098		12 Months	
4003	1st District Police Hqr/ Traffic Div.	7,890		12 Months	
4004	1st District Substation	10,017		12 Months	
4005	2nd District Police Headquarters	36,852		12 Months	
4006	3rd District Police Headquarters	38,852		12 Months	
4007	4th District Police Headquarters	42,498		12 Months	
4008	4th District Substation	13,793		12 Months	
4009	5th District Police Headquarters	36,888		12 Months	
4010	6th District Police Headquarters	37,935		12 Months	
4011	6th District Substation	35,708		12 Months	
4012	7th District Police Headquarters	43,190		12 Months	
4013	Special Operations Branch	10,530		12 Months	
4014	SOD Tactical Branch	10,000		12 Months	
4015	MPD Youth Division	10,762		12 Months	
4016	MPD Harbor Branch & Boat House	12,000		12 Months	
4017	MPD Narcotics & Special Invest.	22,825		12 Months	
4018	Police Academy/MPD Training/K-9	112,283		12 Months	
4019	DPW 111 CDL Testing Facility	750		12 Months	
4020	DPW Solid Waste	31,926		12 Months	
4021	DPW Tree Division/Solid Waste	5,030		12 Months	
4022	DPW Solid Waste	76,348		12 Months	
4023	DPW Auction & Storage Building	7,420		12 Months	
4024	DPW Fleet Management 1	78,550		12 Months	
4025	DPW Fleet Management 2	45,000		12 Months	
4026	DPW Tire Shop	13,376		12 Months	
4027	DPW/TSA Services Building	29,160		12 Months	
4028	D.C. Emergency Mgt & Comm.	16,500		12 Months	
4029	DPW Fleet Management	10,000		12 Months	
4030	Grimke Building	35,356		12 Months	
4031	Henry Daly Building	507,790		12 Months	
4032	Frank D. Reeves Center	244,470		12 Months	
4033	No. 1 Judiciary Square	636,994		12 Months	
4034	Share Computer	22,461		12 Months	
4035	MPD Warehouse	10,000		12 Months	
4036	Public Safety Communications Ctr.	35,000		12 Months	
4037	Annex No. 8	3,100		12 Months	
4038	Annex No. 9	5,000		12 Months	
4039	Record Center	15,000		12 Months	
4040	Recorder of Deeds	46,085		12 Months	
4041	MPD Fleet Mgt/Radio Services	144,000		12 Months	
4042	MPD Mobile Crime	42,470		12 Months	

	<b>Properties</b>	<b>Estimated Size (square feet)</b>	<b>Price per Month</b>	<b>Estimated Quantity</b>	<b>Yearly Price</b>
4043	Chief Medical Examiner's Building	27,530		12 Months	
4044	DMV Headquarters	38,311		12 Months	
	<b>TOTAL (GROUP I)</b>				
	<b>GROUP II</b>				
4045	CCNV	350,000			
4046	Spring Road	6,900		12 Months	
4047	Gales Shelter	41,000		12 Months	
4048	801 East Building	62,048		12 Months	
4049	Townhome	2,530		12 Months	
4050	Townhome	2,530		12 Months	
4051	Residence	20,000		12 Months	
4052	Residence	20,000		12 Months	
4053	Blair Shelter	12,500		12 Months	
4054	House of Ruth	17,940		12 Months	
4055	Emery Shelter	35,586		12 Months	
	<b>TOTAL (GROUP II)</b>			12 Months	
	<b>GROUP III</b>				
4056	*Youth Rehabilitation Building	105,800			
	<b>TOTAL (GROUP III)</b>			12 Months	
	<b>GROUP IV</b>				
4057	DC General Hospital Campus	730,380			
	<b>TOTAL (GROUP IV)</b>			12 Months	
	<b>GROUP V</b>				
4058	Slowe School	54,500			
4059	Merritt School	90,400		12 Months	
4060	PR Harris School	348,700		12 Months	
4061	Meyer School	62,200		12 Months	
	<b>TOTAL (GROUP V)</b>			12 Months	
	<b>GROUP VI</b>				
4062	DC Village	10,000			
	<b>TOTAL (GROUP VI)</b>			12 Months	
3063	<b>Emergency Services</b>		Per hr		

TOTAL BID (Fourth Option Year)

\$ \_\_\_\_\_

**PART I**

**SECTION C – SCOPE/SPECIFICATIONS**

**C.1 SCOPE:**

The District of Columbia Department of Real Estate Services, Contracting and Procurement Division, on behalf of the Department of Real Estate Services, Facilities Division (the District), is seeking a Contractor to provide a Comprehensive Pest Management Control program. Work under this contract consists of furnishing all labor, materials, tools and equipment and performing the work required to provide a Comprehensive Pest Control program for Various DC Properties. in accordance with Section C provided herewith, and the Government of the District of Columbia Standard Contract Provisions for Use With Supplies and Services Contracts dated March 2007. The list of DC properties and their locations are provided in Section C.4.5.

**C.2 DEFINITIONS:**

**Reserved.**

**C.3 REQUIREMENTS:**

- C.3.1** The Contractor shall provide a Comprehensive Pest Control (CPC) program for various District Properties listed herein and other properties which may be added later on. The CPC program shall be a process for achieving long term, environmentally sound pest suppression through the use of a variety of management practices.
- C.3.2** The practices shall include structural and procedural modifications that reduce pest access, food, moisture and harborage within the various properties in this contract.
- C.3.3** The Contractor shall employ chemical methods only on an “as needed” basis. Need is determined by pest population monitoring and previous unsuccessful attempts to solve the pest problem with non-chemical strategies. Pest control products shall be placed where they are inaccessible to children, staff and the public.
- C.3.4** The Contractor shall furnish all supervision, labor, materials and equipment necessary to accomplish the monitoring, trapping, chemical control methods and pest removal components of the CPC program.
- C.3.5** The Contractor shall be responsible for suppressing indoor populations of rats, fleas, mice, cockroaches, ants, flies, spiders, bed bugs, termites and any other pests deemed necessary to be suppressed, including outside treatment.
- C.3.6** The Contractor shall make a thorough inspection of each property. During the course of service, the Contractor shall identify problem areas and any equipment, structural features or practices that are contributing to pest infestation and report them to the COTR. Access to buildings shall be obtained through the COTR and/or Facilities Building Manager. The Contractor shall contact the building manager prior to arrival to perform service.
- C.3.7** The Contractor shall be responsible for providing a written detailed report with recommendations for each location within forty eight (48) hours of service.
- C.3.8** The Contractor shall submit to the COTR a General Pest Control Plan within ten (10) days after the contract award.

- C.3.9** The Pest Control Plan shall include;
- C.3.9.1** Description of structural or operational changes that would facilitate the pest control effort.
  - C.3.9.2** Proposed method of monitoring.
  - C.3.9.3** List of proposed materials and equipment to be used including Material Safety Data Sheets (MSDS) for all pesticide products to be used.
  - C.3.9.4** Service schedule; dates signed by the COTR or designee.
  - C.3.9.5** Commercial pesticide applicator certificates or licenses.
  - C.3.9.6** Contact list of Contractor names and numbers for 24/7 access.
- C.3.10** The Contractor shall be responsible for maintaining a pest control logbook for each site undergoing abatement or treatment. The Contractor shall make the logbook available for review by COTR or designee upon request.
- C.3.11** The Contractor shall respond and begin the necessary work within two (2) hours after receipt of COTR, designee, or facility manager request for emergency services.
- C.3.12** The Contractor shall be responsible for application of pesticides according to the label of the product. All pesticides used by the Contractor must be registered with the United States Environmental Protection Agency (E.P.A.) and the District of Columbia. Pesticide application shall be according to need and only after non-chemical control methods have failed.
- C.3.13** When the application of chemical control products is necessary, the Contractor shall employ the least hazardous materials, most precise application techniques and the minimum quantity of pesticide necessary to achieve control for all pests. Notification shall be posted in buildings about to receive chemical treatment at least 24 hours prior to application.
- C.3.14** **The Contractor shall use non-pesticide methods of control** whenever possible to solve a pest problem. This includes use of portable vacuum for initial cockroach, winged ants, winged termites and spider population suppression, and use of trapping devices for indoor fly control. Sticky traps shall be used to monitor indoor insect populations. Bait formulations shall be used for cockroach and ant control where appropriate.
- C.3.15** The Contractor shall achieve rodent control inside occupied buildings with trapping devices only. **All trapping devices shall be concealed in protected areas and devices shall be checked every 24 hours and disposed of immediately.** The Contractor is responsible for disposing of all trapped rodents.
- C.3.16** Throughout the term of this contract, the Contractor shall be responsible for advising the COTR or designee about any structural, sanitary or procedural modifications that will reduce pest access, food, water and harborage.
- C.3.17** Vacant property and outside rodent traps shall be checked monthly.
- C.3.18** Detailed plan for each service (routine or singular occurrence) shall be submitted to COTR or designee and building manager seventy two (72) hours prior to each service (See Specifications J.1)
- C.3.19** Following is a list of properties and their locations that are covered under this contract. The District has the option to add more properties to this contract or delete one or more properties from this contract during the term of the contract periods.

<b>GROUP I</b>	
<b><u>Properties</u></b>	<b><u>Address</u></b>
D.C. Armory	2001 East Capitol Street, SE
OPM Warehouse	2200 Adams Place, NE
1st District Police Headquarters	501 New York Avenue, NW
1st District Substation	500 'E' Street, SE
2nd District Police Headquarters	3320 Idaho Avenue, NW
3rd District Police Headquarters	1620 'V' Street, NW
4th District Police Headquarters	6001 Georgia Avenue, NW
4th District Substation	750 Park Road, NW
5th District Police Headquarters	1805 Bladensburg Road, NE
6th District Police Headquarters	100 - 42nd Street, NE
6th District Substation	2701 Pennsylvania Avenue, SE
*7th District Police Headquarters	2455 Alabama Avenue, SE
Special Operations Branch	2301 'L' Street, NW
MPD Traffic Division	501 New York Avenue, NW
SOD Tactical Branch	615 Second Street, NE
MPD Youth Division	1700 Rhode Island Avenue, NE
MPD Harbor Branch & Boat House	550 Water Street, SW
MPD Narcotics & Special Investigation	1215 Third Street, NE
Police Academy	4665 Blue Plains Drive, SW
MPD Training/Academy Division	4665 Blue Plains Drive, SW
MPD K-9 Unit	4665 Blue Plains Drive, SW
MPD Recruiting Branch	4665 Blue Plains Drive, SW
MPD Residential Branch	4665 Blue Plains Drive, SW
MPD Impound Lot	4665 Blue Plains Drive, SW
MPD Summer Mobile Task Force	4665 Blue Plains Drive, SW
DPW 111 CDL Testing Facility	2390 South Capitol Street, SE
DPW Solid Waste	4900 Bates Road, NE
DPW Tree/Solid Waste Division	1241 'W' Street, NE
DPW Solid Waste	3200 Benning Road, NE
DPW Auction & Storage Building	5001 Shepherd Parkway, SW
DPW Fleet Management 1	1833 West Virginia Avenue, NE
DPW Fleet Management 2	2019 West Virginia Avenue, NE
DPW Tire Shop	200 Bryant Street, NW
DPW/TSA Services Building	1338 'G' Street, SE

D.C. Emergency Mgt & Communications	310 McMillan Drive, NW
DPW Fleet Management	1827 West Virginia Avenue, NE
Grimke Building	1923 Vermont Avenue, NW
*Henry Daly Building	300 Indiana Avenue, NW
*Frank D. Reeves Center	2000 - 14th Street, NW
No. 1 Judiciary Square	441 - 4th Street, NW
Share Computer	222 Massachusetts Avenue, NW
MPD Warehouse	2235 Shannon Place, SE
Public Safety Communications Center	310 & 320 McMillan Drive, NW
Annex No. 8	280 McMillan Drive, NW
Annex No. 9	350 McMillan Drive, NW
Record Center	1323 Naylor Court, NW
Recorder of Deeds	515 'D' Street, NW
MPD Fleet Management	2175 West Virginia Avenue, NE
Radio Services Temp Trailer	2175 West Virginia Avenue, NE
MPD Mobile Crime	3515-21 'V' Street, NE
Chief Medical Examiner's Building	1910 Massachusetts Avenue, SE
DMV Headquarters	95 M Street, SW
<b>GROUP II</b>	
<b><u>Properties</u></b>	<b><u>Address</u></b>
CCNV	425 - 2nd Street, NE
Spring Road	1131 Spring Road, NW
Gales Shelter	65 New York Avenue, NW
801 East Building	2700 Martin Luther King Jr., Ave., SE
Townhome	1861 Corcoran Street, NE
Townhome	1636 Kramer Street, NE
Residence	342 37 <sup>th</sup> Street, NE
Residence	4300 & 4304 12 <sup>th</sup> Street, SE
Blair Shelter	633 I Street, NE
House of Ruth	655 10 <sup>th</sup> Street, NE
Emery Shelter	1725 Lincoln Road, NE
<b>GROUP III</b>	
<b><u>Property</u></b>	<b><u>Address</u></b>
*Youth Rehabilitation Building	1000 Mount Olivet Road, NE

<b>GROUP IV</b>	
<b><u>Property</u></b>	<b><u>Address</u></b>
DC General Hospital Campus	19th & Massachusetts Avenue, SE
<b>GROUP V</b>	
<b><u>Properties</u></b>	<b><u>Address</u></b>
Slowe School	1401 Jackson Street, NE
Merritt School	5002 Hayes Street, NE
PR Harris School	4600 Livingston Road, SE
Meyer School	2501 11 <sup>th</sup> Street, NE
<b>GROUP VI</b>	
<b><u>Property</u></b>	<b><u>Address</u></b>
DC Village	No. 2 DC Village Lane, SE

**PART I**

**SECTION D: PACKAGING AND MARKING**

**MATERIAL DELIVERY, HANDLING AND STORAGE:**

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

**PART I**

**SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract shall be governed by 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.

In addition, the acceptance criteria for different parts of the work, described in other sections of the IFB shall apply.

**PART I**  
**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from the 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 (4) one (1) year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor 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 the option to extend, 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**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.4.2	Recommendations Report		Hard Copy/Electronically	48 hours after service	COTR
C.4.4	Pest Control Plan		Hard Copy/Electronically	10 days after contract award	COTR
C.4.5	Detailed Plan for Service		Hard Copy/Electronically	3 calendar days prior to service	COTR

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 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, final payment to the Contractor may not be paid.

**PART I**

**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 30<sup>th</sup> day after receiving a proper invoice from the Contractor..

**G.2 INVOICE SUBMITTAL:**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in 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 address of the CFO is:

**Name:** Agency Chief Financial Officer  
**Address:** 441 4<sup>th</sup> Street, NW, Suite 890 North  
Washington, DC 20009  
**Telephone:** 202-727-0330

**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 on 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.3.5.

**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 METHOD OF PAYMENT:**

The District will pay the contractor based on the prices listed in Section B.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS:**

- A. 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.
- B. Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- A. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** 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 lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

- 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.7** **CONTRACTING OFFICER (CO):**

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The address and telephone number of the Contracting Officer is:

*Diane Wooden, Contracting Officer  
DC Department of Real Estate Services  
Contracting and Procurement Division  
2000 - 14th Street, N.W., 5<sup>th</sup> Floor  
Washington, D.C. 20009  
Telephone: (202) 671-2405*

**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)**

**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:

Name:	Ms. Rochelle Young
Agency:	D. C. Department of Real Estate Services Facilities Division
Address	2000 14 <sup>th</sup> Street, NW, 8 <sup>th</sup> Floor Washington, DC 20009
Telephone:	202-671-1303

**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.

## PART I

### SECTION H - SPECIAL CONTRACT REQUIREMENTS

#### H.1 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.2 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.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

**H.3.1** 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.3.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the 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.3.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> 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.3.4** 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.3.5** 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.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 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.3.6.

**H.3.6** The Contracting Officer may waive the provisions of section H.3.4 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.3.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 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.3.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, 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.3.8.

**H.3.9** The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

#### **H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.4.1** 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.4.1.1** 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.4.2** 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.5 PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

#### **H.6 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.7 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 (1983) *et seq.*

**H.8 DISTRICT RESPONSIBILITIES**

**H.8.1** The District will reimburse the Contractor for expert witness testimony to include travel and logging.

**H.8.2** The District will reimburse the Contractor, with respect to “No-Show” fees for expert witness testimony relating to the contract.

**H.9 CONTRACTOR RESPONSIBILITIES**

**H.9.1** The Contractor shall make available within three business (3) days of notification from the COTR, any individual performing work hereunder to provide testimony or other services related thereto. This individual must be or a licensed clinical director or their comparably qualified individual to testify on behalf of DCHR in any judicial and or administrative hearings, or (b) other services, including but not limited to litigation packages, related to support of litigation or administrative hearings.

**H.9.2** The Contractor shall be responsible for maintaining accurate residency information, past and current, of its employees, in connection with any testing which may be involved in legal proceedings (this applies to key personnel such as Directors, Managers and Supervisors, and to all Contractor's employees who were performing work under this Contract).

**H.9.3** The Contractor shall make available their laboratory facility for inspection prior to contract award and anytime thereafter; without notice from the COTR or his/her designate for the duration of the contract.

## **PART II**

### **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](http://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**

**RESERVED**

#### **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

**I.8.1 GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to issuance of award. 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; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; \$ 2,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
3. Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; \$2,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
4. 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.
5. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.
6. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or

excess liability insurance as follows: \$2,000,000 per occurrence.

7. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.
8. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

**I.8.2** DURATION. Except as proved in I.8.1, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

**I.8.3** CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

**I.8.4** MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.10** **ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

**I.11** **AUDITS, RECORDS, AND RECORD RETENTION:**

I.11.1 At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

I.11.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

I.11.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or

if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

- I.11.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.
- I.11.5 Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- I.11.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- I.11.7 In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, January 2007, and the provisions of this clause, the Standard Contract Provisions shall prevail.

**I.12 DISCRIMINATION CLAUSES:**

I.12.1 Anti-Discrimination Clause:  
The Contractor:

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

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

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

I.12.2 Non-Discrimination Clause:

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

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

I.12.2.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or

business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

- I.12.2.2.2 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.

- I.12.2.2.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections I.12.2.2.1 and I.12.2.2.2 concerning non-discrimination and affirmative action.

- I.12.2.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.12.2.2.2.

- I.12.2.2.5 The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- I.12.2.2.6 The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

- I.12.2.2.7 The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

- I.12.2.2.8 The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.12.2.2.1 through I.12.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.12.2.2.9 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District

**I.13 LIVING WAGE ACT OF 2006:**

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: [www.ocp.dc.gov](http://www.ocp.dc.gov).

**I.13.1 WAY TO WORK AMENDMENT ACT OF 2006**

- I.13.1.1 Except as described in I.21.1.8 below, the Contractor shall comply with  

Title I of the Way to Work Amendment Act of 2006, effective June 9, 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.
- I.13.1.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- I.13.1.3 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.
- I.13.1.4 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](http://www.ocp.dc.gov).
- I.13.1.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor all 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.
- I.13.1.6 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.
- I.13.1.7 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.*

I.13.1.8 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.

I.13.1.9 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.

**PART III**

**SECTION J: LIST OF ATTACHMENTS**

**J.1 ATTACHMENTS**

**J.1.1** Wage Determination No. 2005-2103, Revision No. 8, Dated 05/26/2009

**J.1.2** Mayor's Order No. 83-265 Dated November 9, 1983  
Employment Agreement Goals And Objectives For All District of Columbia Projects

**J.1.3** The Living Wage Act Notice and Fact Sheet

**J.1.4** LSDBE Certification Package (Bidders shall contact the Department of Small and Local  
Business Development for the package)

**J.2 INCORPORATED ATTACHMENTS** *(The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov)  
shall be completed and incorporated with the bid.)*

**J.2.1** E.E.O. Information and Mayor's Order 85-85

**J.2.2** Tax Certification Affidavit

**J.2.3** Standard Contract Provisions for Use with District of Columbia Government Supply and  
Services Contracts dated March 2007

**J.2.4** First Source Employment Agreement

PART IV

**SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER  
STATEMENTS OF BIDDERS**

**K.1 TYPE OF BUSINESS ORGANIZATION**

**K.1.1** The bidder, by checking the applicable box, represents that

(a) It operates as:

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

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

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

**K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY  
OBLIGATIONS**

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

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.3 BUY AMERICAN CERTIFICATION**

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

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

\_\_\_\_\_  
\_\_\_\_\_

**K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

1) Is the person in the bidder’s organization responsible for determining the prices being



**PART V**

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

**L.1 SITE VISIT:**

Prospective bidders are strongly advised to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District. Site visit will be scheduled by the COTR upon request from the Contractor. Prospective bidders are encouraged to contact:

*Ms. Rochelle Young  
DC Department of Real Estate Services  
Facilities Division  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Tel: (202)671-1303*

**L.2 PRE-BID CONFERENCE:**

A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held at **11:00 a.m.** local time, on **September 8, 2009** at the **2000 - 14<sup>th</sup> Street, N. W., 8<sup>th</sup> Floor, Washington, D. C. 20009.**

Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position.

All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will also be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**L.3 POST AWARD CONFERENCE:**

A post award conference with the Contractor is required. It will be scheduled within 10 calendar days after the date of contract award. The Contractor will be notified of the exact date and time. The conference will be held at the following address:

*Frank D. Reeves Center  
2000 - 14<sup>th</sup> Street, N. W., 8<sup>th</sup> Floor  
Washington, D. C. 20009*

**L.4 CONTRACT AWARD:**

- A. The District reserves the right to accept/reject any/all Contract Line Items (CLIN's) in the bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- B. The District intends, but is not obligated, to award a contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

**L.5 PREPARATION AND SUBMISSION OF BIDS:**

Bidders shall submit **one (1) signed original** plus **two (2) copies** of the bid. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the Bidder's offer shall constitute the formal contract.

Each bid shall be submitted in a sealed envelope conspicuously marked on the outside:

**“Bid in Response to Solicitation No.: DCAM-2009-B-0055”**

The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the District's official source listed below. Bidders shall make no changes to the requirements set forth in the solicitation.

**L.6 BID SUBMISSION DATE AND TIME:**

Bids must be submitted no later than **2:00 p.m.** local time on **September 30, 2009**.

**L.7 WITHDRAWAL OR MODIFICATION OF BIDS:**

A Bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.8 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:**

**L.8.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

**L.8.1.1** The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or

**L.8.1.2** The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

**L.8.2 Postmarks**

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

**L.8.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.8.4 Late Bids**

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

**L.8.5 Late Modifications**

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

**L.9 HAND DELIVERY OR MAILING OF BIDS TO:**

*The DC Department of Real Estate Services  
3<sup>rd</sup> Floor Bid Room Counter  
2000 – 14<sup>th</sup> Street, N. W.  
Washington, D. C. 20009*

**L.10 SUBMISSION OF SUBCONTRACTING PLAN:**

Within ten calendar days after the bid opening, each bidder shall submit a certified and notarized subcontracting plan for approval by the Contracting Officer. This plan shall meet the requirements described under Section M.3.1 of this solicitation. A certified LSDBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing. A Contractor cannot make any changes to its subcontracting plan without prior written approval by the Contracting Officer. The approved plan will be incorporated into and become part of the contract.

**L.11 ERRORS IN BIDS**

Bidders are expected to read and fully understand information and requirements in the solicitation; failure to do so will be at the Bidder's risk. In the event of a discrepancy between the unit price and the total price, the unit price will govern.

**L.12 QUESTIONS ABOUT THE SOLICITATION:**

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to the Contracting Officer. The prospective Bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this

solicitation. The District will not consider any questions received less than ten (10) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective Bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.13 FAILURE TO SUBMIT BIDS:**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Contracting Officer, 2000 – 14<sup>th</sup> Street, N. W., Washington, D. C. 20009, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.14 BID PROTESTS:**

Any actual or prospective Bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 - 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

**L.15 SIGNING OF BIDS:**

- A. The Contractor shall sign the bid and print or type its name on the bid form in the attached Bid Form Package. Each bid must show a full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- B. All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the Bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

**L.16 ACKNOWLEDGMENT OF AMENDMENTS:**

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the

acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

**L.17 ACCEPTANCE PERIOD:**

The bidder agrees that its bid remains valid for a period of 90 calendar days from the bid opening date. However, if for administrative reasons, the District is unable to make an award within this time period, the Contracting Officer will request the Contractor and his/her surety to extend the bid bond for an additional thirty (30) days.

**L.18 LEGAL STATUS OF BIDDER:**

- A. Each bid must provide the following information:
- B. Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;
- A. District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;
- B. If the Bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and
- C. The District reserves the right to request additional information regarding the Bidder's organizational status.

**L.19 LOCAL OPERATING FACILITIES:**

The Contractor shall provide and maintain its own operating quarters. Such quarters shall be of sufficient size and capacity and have the necessary facilities to adequately carry out the work to be performed under the contract.

LOCAL ADDRESS	LOCAL TELEPHONE NUMBER/FAX
PAGER NUMBER	EMERGENCY NUMBER
EMERGENCY CONTACT PERSON	

**L.20 TECHNICAL INFORMATION:**

For technical information concerning this solicitation, please contact:

*Ms. Rochelle Young  
DC Department of Real Estate Services  
Facilities Division  
2000 – 14<sup>th</sup> Street, N. W., 8<sup>th</sup> Floor  
Washington, DC 20009  
Tel: (202) 671-1303*

**L.21 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:**

All contractual correspondence must be directed to:

*Ms. Diane Wooden, Contracting Officer  
DC Department of Real Estate Services  
Contracting and Procurement Division  
2000 – 14<sup>th</sup> Street, N. W., 5<sup>th</sup> Floor  
Washington, D. C. 20009*

**L.22 BID DOCUMENTS:**

- A. Persons who obtain bidding materials from anyone other than the District's official source as specified under Section L.9 are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by a bidder could affect the bid amount and/or responsiveness determinations.
- B. The District Government assumes no responsibility for furnishing any addenda/amendments to anyone who obtains bidding materials through other than the official channels.
- C. Amendments/Addenda to bidding documents and bidding material are available from the issuing office.

**L.23 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:**

Bidders will be held to have:

- A. Checked all measurements and visible features which would in any manner affect the work to be performed.
- B. Verified conditions at the site.

**L.24 STANDARDS OF RESPONSIBILITY:**

Pursuant to 27 DCMR, 2200.4 (a) through (h), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the District, in order to be determined responsible:

- a. Evidence of financial resources adequate to perform the Contract, or ability to obtain them;
- b. Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. A satisfactory performance record;
- d. A satisfactory record of integrity and business ethics;
- e. The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;
- f. Compliance with the applicable District licensing and tax laws and regulations;
- g. The necessary production, construction and technical equipment and facilities or the ability to obtain them, and
- h. Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non- responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

**PART IV**

**SECTION M - EVALUATION FACTORS**

**M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE  
(SUPPLIES AND SERVICES)**

**M.1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident Business Owned  
Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with  
Principal Offices Located in an Enterprise Zone:**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprises Development and Assistance Act of 2005” (the Act”), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.1.1.1 GENERAL PREFERENCES**

For evaluation purposes, the allowable preferences under the Act for this procurement is as follows:

- M.1.1.1.1** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise (“SBE”) certified by the Small and Local Business Opportunity Commission (“SLBOC”) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.1.1.2** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.1.3** Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.1.4** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.1.5** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

- M.1.1.1.6** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

## **M.1.2 APPLICATION OF PREFERENCES**

The preferences shall be applicable to prime Contractors as follows:

- M.1.2.1** Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (“IFB”) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (“RFP”).
- M.1.2.2** Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (“IFB”) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to a Request for Proposals (“RFP”).
- M.1.2.3** Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an Invitation for Bids (“IFB”) or the addition of ten (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to a Request for Proposals (“RFP”).
- M.1.2.4** Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (“IFB”) or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (“RFP”).
- M.1.2.5** Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an Invitation for Bids (“IFB”) or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to a Request for Proposals (“RFP”).
- M.1.2.6** Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an Invitation for Bids (“IFB”) or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to a Request for Proposals (“RFP”).

**M.1.3 MAXIMUM PREFERENCE AWARDED**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a one hundred (100) point scale for proposals submitted in response to a RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprise.

**M.1.4 PREFERENCES FOR CERTIFIED JOINT VENTURES**

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

**M.1.5 VENDOR SUBMISSIONS FOR PREFERENCES**

**M.1.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preferences being sought:

**M.1.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.1.5.1.2** Evidence of the vendor's or joint ventures provisional certification by the DSLD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M1.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 - 4th Street, NW, Suite 970 North  
Washington, DC 20001

**M.1.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.2 EVALUATION OF OPTION YEARS**

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.