

<b>SOLICITATION, OFFER, AND AWARD</b>				1. Caption		Page of Pages			
				Athletic Field Maintenance		1	82		
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
		DCHA-2011-R-0073		<input type="checkbox"/> Sealed Bid (IFB)		February 14, 2011		<input type="checkbox"/> Open	
				<input checked="" type="checkbox"/> Sealed Proposals (RFP)				<input type="checkbox"/> Set Aside	
				<input type="checkbox"/> Sole Source				<input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside	
				<input type="checkbox"/> Human Care Agreements					
				<input type="checkbox"/> Emergency					
7. Issued By:				8. Address Offer to:					
Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group 2000 14 <sup>th</sup> Street, 6 <sup>th</sup> Floor Washington, DC 20009				Office of Contracting and Procurement Bid Room 2000 14 <sup>th</sup> Street, 3 <sup>rd</sup> Floor Washington, DC 20009					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"									
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>  3  </u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to bid counter located at <u>  2000 14<sup>th</sup> Street, NW, 3<sup>rd</sup> Floor, WDC 20009  </u> until <u>  2:00 pm  </u> local time <u>  March 7, 2011  </u> . (Hour) (Date)									
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.									
10. For Information Contact		A. Name		B. Telephone			C. E-mail Address		
		Gena Johnson		(Area Code)	(Number)	(Ext)	<a href="mailto:Gena.johnson@dc.gov">Gena.johnson@dc.gov</a>		
				202	671	2205			
11. Table of Contents									
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<b>OFFER</b>									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>  120  </u> 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):		Amendment Number		Date		Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone				15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)							
<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			 Office of Contracting & Procurement						

## **SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

- B.1** The Government of the District of Columbia, Office of Contracting and Procurement on behalf of the Department of Parks and Recreation (District), is seeking a Contractor to provide Comprehensive Athletic Field Maintenance at 68 sites operated by DPR in Wards 1 through 8.
- B.2** The contract will be a requirements type contract with payments based on fixed-unit prices with a cost reimbursable component for irrigation system repair parts.
- B.2.1** The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.
- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
  - b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
  - c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the contract expiration or termination date.
- B.3** The District reserves the right to add or remove sites at any time.
- B.4** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the

dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

**B.5 PRICE SCHEDULE**

The Contractor shall provide a fixed-unit price or a labor rate, as applicable, for each of the Contract Line Item Numbers (CLINs) set forth in Sections B.5.1 to B.5.5 below. Pricing includes all labor and material costs to complete each item.

**B.5.1 BASE YEAR**

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
0001	Restorative Maintenance as described in Section C.3.1	Per acre		159	
0002	Mowing Services as described in Section C.3.2.1 through C.3.2.9	Per acre		4349	
0003	Cool Season Grasses Fertilization as described in Section C.3.3.2	Per 1,000 sq ft		100	
0004	Warm Season Grasses Slow Release Fertilization as described in Section C.3.4.1	Per 1,000 sq ft		200	
0005	Core Aeration as described in Section C.3.4.2	Per acre		50	
0006	Deeptine Aeration as described in Section C.3.4.2	Per acre		16.3	
0007	Seeding as described in Section C.3.5	Per acre		20	
0008	Sprigging as described in Section C.3.6	Per 1,000 sq ft		100	
0009	In-field Dragging and Edging as described in Section C.3.7	Per field		876	
0010	Warning Track	Per track		49	

Solicitation DCHA-2011-R-0073  
 Comprehensive Athletic Fields Maintenance

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
	Dragging and Edging as described in Section C.3.8				
0011	Infield mix for 90' Baseball Field as described in Section C.3.9	Per field per visit		10	
0012	Infield mix for 70' Baseball Field as described in Section C.3.9	Per field per visit		3	
0013	Infield mix for 60' Baseball Field as described in Section C.3.9	Per field per visit		22	
0014	Infield mix for 60' Softball Field as described in Section C.3.9	Per field per visit		5	
0015	Cool Season Sod Installation as described in Section C.3.10.1	Per Sq Yd		20	
0016	Bermuda Grass Sod Installation as described in Section C.3.10.2	Per Sq Yd		10	
0017	Hydroseeding of turfgrass as described in Section C.3.11	Per Sq Yd		30	
0018	Turfgrass slit seeding as described in Section C.3.12	Per Sq Yd		30	
0019	Infield Weed Control as described in Section C.3.13	Per Field		5	
0020	Soil Test as described in Section C.3.14	Each		4	
0021	Irrigation Systems Monthly Inspections as described in Section C.3.15.1	Per system		190	

Solicitation DCHA-2011-R-0073  
 Comprehensive Athletic Fields Maintenance

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
0022	Irrigation Systems Start-up and Winterization as described in Section C.3.15.3	Per System		38	
0023	Emergency Landscaping Services as described in Section C.3.16	Per hour		38	
0024	Irrigation Repair Services as described in Section C.3.15.2	Per hour		25	
0025	Irrigation Repair Parts	n/a	n/a	n/a	Not to Exceed \$20,000
<b>TOTAL ESTIMATED PRICE – BASE YEAR</b>					<b>\$</b>

**B.5.2 OPTION YEAR 1**

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
1001	Restorative Maintenance as described in Section C.3.1	Per acre		159	
1002	Mowing Services as described in Section C.3.2.1 through C.3.2.9	Per acre		4349	
1003	Cool Season Grasses Fertilization as described in Section C.3.3.2	Per 1,000 sq ft		100	
1004	Warm Season Grasses Slow Release Fertilization as described in Section C.3.4.1	Per 1,000 sq ft		200	
1005	Core Aeration as described in Section	Per acre		50	

Solicitation DCHA-2011-R-0073  
 Comprehensive Athletic Fields Maintenance

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
	C.3.4.2				
1006	Deeptine Aeration as described in Section C.3.4.2	Per acre		16.3	
1007	Seeding as described in Section C.3.5	Per acre		20	
1008	Sprigging as described in Section C.3.6	Per 1,000 sq ft		100	
1009	In-field Dragging and Edging as described in Section C.3.7	Per field		876	
1010	Warning Track Dragging and Edging as described in Section C.3.8	Per track		49	
1011	Infield mix for 90' Baseball Field as described in Section C.3.9	Per field per visit		10	
1012	Infield mix for 70' Baseball Field as described in Section C.3.9	Per field per visit		3	
1013	Infield mix for 60' Baseball Field as described in Section C.3.9	Per field per visit		22	
1014	Infield mix for 60' Softball Field as described in Section C.3.9	Per field per visit		5	
1015	Cool Season Sod Installation as described in Section C.3.10.1	Per Sq Yd		20	
1016	Bermuda Grass Sod Installation as described in Section C.3.10.2	Per Sq Yd		10	
1017	Hydroseeding of turfgrass as described in Section C.3.11	Per Sq Yd		30	

Solicitation DCHA-2011-R-0073  
 Comprehensive Athletic Fields Maintenance

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
1018	Turfgrass slit seeding as described in Section C.3.12	Per Sq Yd		30	
1019	Infield Weed Control as described in Section C.3.13	Per Field		5	
1020	Soil Test as described in Section C.3.14	Each		4	
1021	Irrigation Systems Monthly Inspections as described in Section C.3.15.1	Per system		190	
1022	Irrigation Systems Start-up and Winterization as described in Section C.3.15.3	Per System		38	
1023	Emergency Landscaping Services as described in Section C.3.16	Per hour		38	
1024	Irrigation Repair Services as described in Section C.3.15.2	Per hour		25	
1025	Irrigation Repair Parts	n/a	n/a	n/a	Not to Exceed \$20,000
<b>TOTAL ESTIMATED PRICE – OPTION YEAR 1</b>					<b>\$</b>

**B.5.3 OPTION YEAR 2**

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
2001	Restorative Maintenance as described in Section C.3.1	Per acre		159	
2002	Mowing Services as described in Section	Per acre		4349	

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 Comprehensive Athletic Fields Maintenance

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
	C.3.2.1 through C.3.2.9				
2003	Cool Season Grasses Fertilization as described in Section C.3.3.2	Per 1,000 sq ft		100	
2004	Warm Season Grasses Slow Release Fertilization as described in Section C.3.4.1	Per 1,000 sq ft		200	
2005	Core Aeration as described in Section C.3.4.2	Per acre		50	
2006	Deeptine Aeration as described in Section C.3.4.2	Per acre		16.3	
2007	Seeding as described in Section C.3.5	Per acre		20	
2008	Sprigging as described in Section C.3.6	Per 1,000 sq ft		100	
2009	In-field Dragging and Edging as described in Section C.3.7	Per field		876	
2010	Warning Track Dragging and Edging as described in Section C.3.8	Per track		49	
2011	Infield mix for 90' Baseball Field as described in Section C.3.9	Per field per visit		10	
2012	Infield mix for 70' Baseball Field as described in Section C.3.9	Per field per visit		3	
2013	Infield mix for 60' Baseball Field as described in Section C.3.9	Per field per visit		22	
2014	Infield mix for 60' Softball Field as described in Section	Per field per visit		5	

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 Comprehensive Athletic Fields Maintenance

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
	C.3.9				
2015	Cool Season Sod Installation as described in Section C.3.10.1	Per Sq Yd		20	
2016	Bermuda Grass Sod Installation as described in Section C.3.10.2	Per Sq Yd		10	
2017	Hydroseeding of turfgrass as described in Section C.3.11	Per Sq Yd		30	
2018	Turfgrass slit seeding as described in Section C.3.12	Per Sq Yd		30	
2019	Infield Weed Control as described in Section C.3.13	Per Field		5	
2020	Soil Test as described in Section C.3.14	Each		4	
2021	Irrigation Systems Monthly Inspections as described in Section C.3.15.1	Per system		190	
2022	Irrigation Systems Start-up and Winterization as described in Section C.3.15.3	Per System		38	
2023	Emergency Landscaping Services as described in Section C.3.16	Per hour		38	
2024	Irrigation Repair Services as described in Section C.3.15.2	Per hour		25	
2025	Irrigation Repair Parts	n/a	n/a	n/a	Not to Exceed \$20,000
<b>TOTAL ESTIMATED PRICE – OPTION YEAR 2</b>					<b>\$</b>

**B.5.4 OPTION YEAR 3**

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 Comprehensive Athletic Fields Maintenance

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
3001	Restorative Maintenance as described in Section C.3.1	Per acre		159	
3002	Mowing Services as described in Section C.3.2.1 through C.3.2.9	Per acre		4349	
3003	Cool Season Grasses Fertilization as described in Section C.3.3.2	Per 1,000 sq ft		100	
3004	Warm Season Grasses Slow Release Fertilization as described in Section C.3.4.1	Per 1,000 sq ft		200	
3005	Core Aeration as described in Section C.3.4.2	Per acre		50	
3006	Deeptine Aeration as described in Section C.3.4.2	Per acre		16.3	
3007	Seeding as described in Section C.3.5	Per acre		20	
3008	Sprigging as described in Section C.3.6	Per 1,000 sq ft		100	
3009	In-field Dragging and Edging as described in Section C.3.7	Per field		876	
3010	Warning Track Dragging and Edging as described in Section C.3.8	Per track		49	
3011	Infield mix for 90' Baseball Field as described in Section C.3.9	Per field per visit		10	
3012	Infield mix for 70' Baseball Field as described in Section C.3.9	Per field per visit		3	

Solicitation DCHA-2011-R-0073  
 Comprehensive Athletic Fields Maintenance

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
3013	Infield mix for 60' Baseball Field as described in Section C.3.9	Per field per visit		22	
3014	Infield mix for 60' Softball Field as described in Section C.3.9	Per field per visit		5	
3015	Cool Season Sod Installation as described in Section C.3.10.1	Per Sq Yd		20	
3016	Bermuda Grass Sod Installation as described in Section C.3.10.2	Per Sq Yd		10	
3017	Hydroseeding of turfgrass as described in Section C.3.11	Per Sq Yd		30	
3018	Turfgrass slit seeding as described in Section C.3.12	Per Sq Yd		30	
3019	Infield Weed Control as described in Section C.3.13	Per Field		5	
3020	Soil Test as described in Section C.3.14	Each		4	
3021	Irrigation Systems Monthly Inspections as described in Section C.3.15.1	Per system		190	
3022	Irrigation Systems Start-up and Winterization as described in Section C.3.15.3	Per System		38	
3023	Emergency Landscaping Services as described in Section C.3.16	Per hour		38	
3024	Irrigation Repair Services as described in	Per hour		25	

Solicitation DCHA-2011-R-0073  
 Comprehensive Athletic Fields Maintenance

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
	Section C.3.15.2				
3025	Irrigation Repair Parts	n/a	n/a	n/a	Not to Exceed \$20,000
<b>TOTAL ESTIMATED PRICE – OPTION YEAR 3</b>					<b>\$</b>

**B.5.5 OPTION YEAR 4**

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
4001	Restorative Maintenance as described in Section C.3.1	Per acre		159	
4002	Mowing Services as described in Section C.3.2.1 through C.3.2.9	Per acre		4349	
4003	Cool Season Grasses Fertilization as described in Section C.3.3.2	Per 1,000 sq ft		100	
4004	Warm Season Grasses Slow Release Fertilization as described in Section C.3.4.1	Per 1,000 sq ft		200	
4005	Core Aeration as described in Section C.3.4.2	Per acre		50	
4006	Deeptine Aeration as described in Section C.3.4.2	Per acre		16.3	
4007	Seeding as described in Section C.3.5	Per acre		20	
4008	Sprigging as described in Section C.3.6	Per 1,000 sq ft		100	
4009	In-field Dragging and Edging as described in Section C.3.7	Per field		876	

Solicitation DCHA-2011-R-0073  
 Comprehensive Athletic Fields Maintenance

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
4010	Warning Track Dragging and Edging as described in Section C.3.8	Per track		49	
4011	Infield mix for 90' Baseball Field as described in Section C.3.9	Per field per visit		10	
4012	Infield mix for 70' Baseball Field as described in Section C.3.9	Per field per visit		3	
4013	Infield mix for 60' Baseball Field as described in Section C.3.9	Per field per visit		22	
4014	Infield mix for 60' Softball Field as described in Section C.3.9	Per field per visit		5	
4015	Cool Season Sod Installation as described in Section C.3.10.1	Per Sq Yd		20	
4016	Bermuda Grass Sod Installation as described in Section C.3.10.2	Per Sq Yd		10	
4017	Hydroseeding of turfgrass as described in Section C.3.11	Per Sq Yd		30	
4018	Turfgrass slit seeding as described in Section C.3.12	Per Sq Yd		30	
4019	Infield Weed Control as described in Section C.3.13	Per Field		5	
4020	Soil Test as described in Section C.3.14	Each		4	
4021	Irrigation Systems Monthly Inspections as described in Section	Per system		190	

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<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Estimated Amount</b>
	C.3.15.1				
4022	Irrigation Systems Start-up and Winterization as described in Section C.3.15.3	Per System		38	
4023	Emergency Landscaping Services as described in Section C.3.16	Per hour		38	
4024	Irrigation Repair Services as described in Section C.3.15.2	Per hour		25	
4025	Irrigation Repair Parts	n/a	n/a	n/a	Not to Exceed \$20,000
<b>TOTAL ESTIMATED PRICE – OPTION YEAR 4</b>					<b>\$</b>

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

The Government of the District of Columbia Office of Contracting and Procurement on behalf of the Department of Parks and Recreation (District) is seeking a Contractor to provide Comprehensive Athletic Field Maintenance and Management Services for approximately 159 acres of athletic fields at 68 sites operated by DPR in Wards 1 through 8 as listed in Attachment J.9 (Athletic Fields Acreage by Wards).

#### C.1.1 APPLICABLE DOCUMENTS

The Contractor shall perform the contract in accordance with the specifications, standards and requirements of each of the 9 listed documents set forth below”. Each document is hereby incorporated by reference into the contract.

Item No.	Document Type	Title	Version
1	D.C. Code	D.C. Code, Title 10 Parks, Public Buildings and Grounds <a href="http://dccode.westgroup.com/search/default.wl?DB-DC-ST-WEB&amp;RS=WLW2.07&amp;VR=1.0">http://dccode.westgroup.com/search/default.wl?DB-DC-ST-WEB&amp;RS=WLW2.07&amp;VR=1.0</a>	2001
2	D.C. Municipal Regulations	District of Columbia Municipal Regulations (DCMR) Title 19 Amusements, Parks, and Recreation Chapter 7 – Department of Parks and Recreation <a href="http://dccode.westgroup.com/search/default.wl?DB-DC-ST-WEB&amp;RS=WLW2.07&amp;VR=1.0">http://dccode.westgroup.com/search/default.wl?DB-DC-ST-WEB&amp;RS=WLW2.07&amp;VR=1.0</a> Chapter 11 Recreational Use of Public Land <a href="http://www.amlegal.com/nxt/gateway.dll/Title%2019/chapter00011.htm?f=templates\$fn=main-nf.htm\$3.0#JD_Chapter11">http://www.amlegal.com/nxt/gateway.dll/Title%2019/chapter00011.htm?f=templates\$fn=main-nf.htm\$3.0#JD_Chapter11</a>	Most Recent
3	Industry Association	American Nursery and Landscape Association Industry Standards and Practices <a href="http://www.anla.org">www.anla.org</a>	Most Recent
4	Industry Association	American Seed Trade Association Industry Standards and Practices <a href="http://www.amseed.com">www.amseed.com</a>	Most Recent
5	Industry Standards	American National Standards Institute (ANSI) Standard Specification ASTM Standards on Irrigation Systems <a href="http://webstore.ansi.org/ansidocstore/product.asp?sku=ASTM+F2223%2D04">http://webstore.ansi.org/ansidocstore/product.asp?sku=ASTM+F2223%2D04</a>	Most Recent
6	Federal Law	U. S. Department of Justice American with Disabilities Act <a href="http://www.ada.gov">www.ada.gov</a>	Most Recent
7	Federal Law	U.S. Department of Labor Occupational and Safety Health Administration	Most Recent

		<a href="http://www.osha.gov">www.osha.gov</a>	
8	Industry Standards	ASTM Standard Guide for Maintaining Cool Season Turfgrasses on Athletic Fields <a href="http://www.astm.org/Standards/F2060.htm">http://www.astm.org/Standards/F2060.htm</a>	F2060 - 00(2005)
9	Industry Standards	ASTM Standard Guide for Maintaining Warm Season Turfgrasses on Athletic Fields <a href="http://www.astm.org/Standards/F2269.htm">http://www.astm.org/Standards/F2269.htm</a>	F2269 – 03

## C.1.2 DEFINITIONS AND ACRONYMS

- C.1.2.1 Athletic Fields and Playing Fields:** Any fields used for athletic play to include football, baseball, softball, lacrosse, rugby.
- C.1.2.2 Core Aerating:** A process in which plugs of earth (3/4” deep) are taken out of the ground by core aerating machine and left on the turf to allow for water, fertilization and compaction alleviation.
- C.1.2.3 Infield Mix:** A soil based product that shall be free of any stones over 1/4” in any dimension. It shall contain no organic matter and meet the following mechanical analysis:
- Sand (2.0-.05mm) 60-75%
  - Silt (0.05 – 0.002mm) 15-30%
  - Clay (less than 0.002mm) 0-10%
- C.1.2.4 Invasive Species:** An alien species whose introduction does or is likely to cause economic or environmental harm or harm to ecosystems or human health.
- C.1.2.5 Over-seeding:** A process to seed over existing turf by use of a slit-seeding machine that creates a slit in the turf and inserts grass seed for germination.
- C.1.2.6 Sod:** A section of grass covered surface soil held together by matted roots
- C.1.2.7 Turf:** Areas within the parks, recreation centers, and facilities that are covered in grass and are used for athletic purposes or general green space used in recreational activities.

## C.2 BACKGROUND

DPR’s mission is to enhance the quality of life for District residents by providing the highest quality recreation and leisure opportunities; to provide safe, inviting and beautifully maintained parks and facilities; and to create a customer-focused and responsive park system. The Athletic Field maintenance and management services to be provided under this contract are critical to DPR’s mission to maintain parks, facilities, and public spaces for the beneficial use of the residents of the District.

### **C.2.1 Goals and Objectives**

The District is committed to identify the level of deferred maintenance, to correct the state of its facilities, and to subsequently improve the quality and appearance of the Athletic Fields at the District's parks and recreation centers as listed in Attachment J.9. DPR's goal is to become a national leader in sports field management. Within the next few years DPR plans to improve the service level at a number of its athletic fields.

### **C.3 REQUIREMENTS**

The Contractor shall provide management, supervision, transportation, labor, materials, supplies and equipment, and shall plan, schedule, coordinate and perform Comprehensive Athletic Field Maintenance and Management Services for Athletic Fields operated by the District listed in Attachments J.9 (Athletic Field Acreage by Wards). The Contractor shall furnish supplies, materials and services that comply with the standards and guidelines set forth in Section C.1.1 of this solicitation.

#### **C.3.1 Restorative Maintenance Services (CLIN 0001)**

When ordered by the COTR, the Contractor shall provide restorative maintenance services for each Athletic Field identified in Attachment J.9. The required restorative maintenance services vary by location and shall typically include, but are not limited to, the following:

- a. Removal of accumulated trash, plant material and debris (Including along fence lines and in dug-outs);
- b. Removal of leaves and invasive plant materials, extensive ground cover; and
- c. Removal of areas of brush and over-growth

#### **C.3.2 Mowing Services (CLIN 0002)**

**C.3.2.1** The Contractor shall provide hand and mechanical mowing services to achieve a uniform appearance in accordance with ASTM turfgrass maintenance standards (Documents 8 and 9). The COTR has the right to reschedule or cancel a scheduled mow up to 24 hours in advance of the mow. Services shall include at a minimum the following:

- a. Scheduled turf mowing
- b. Trash/debris removal
- c. Edging, Trimming, Weeding

**C.3.2.2** The Contractor shall remove all trash and debris prior to mowing. The Contractor shall conduct a pre-mowing site walk through to remove all debris that will interfere with the mowing operations such as trash, limbs, or other items in the turf areas.

**C.3.2.3** The Contractor shall remove all other materials such as tree trimmings and branches and leaves from all turf service areas at the end of each mowing operation. In addition, the contractor shall remove any grass clippings or other debris on paved surfaces within the property boundaries by blowing all paved areas. The Contractor shall clear and clean all paved surfaces and drainage structures of grass clippings and other debris following each mowing by blowing or sweeping all of the hard surface areas within the property boundaries.

**C.3.2.4** The Contractor shall mow turf in such a way that clippings are not piled up or rows of clippings are formed. The contractor shall change the mowing pattern or direction at each cut to reduce the grooves in the turf caused by equipment. Clippings should be recycled back into the turf. However, if clipping pile up, the contractor shall remove all excess clippings in piles from turf areas at the conclusion of each mowing operation. The Contractor shall repair turf damaged during mowing operations to its condition immediately before the damage within 72 hours of being notified of the damage by the COTR or agency designee designated agency point of contact.

**C.3.2.5** The Contractor shall perform mowing services so as to not project grass clippings on paved surfaces, planting beds, pool surfaces, tree rings, drainage structures, retaining walls, curbs, fence lines, and all areas abutting the grass; and

**C.3.2.6** The Contractor shall not use District owned trash receptacles and dumpsters located on-site for the disposition of trash organic matter and debris.

**C.3.2.7** The Contractor shall submit daily mowing reports using the DPR mowing report template approved by the COTR. Reports shall be submitted by 11:00 am on the day following mowing.

**C.3.2.8 Premier Field Mowing (CLIN 0002)**

The Contractor shall only use specialty sports turf mowers as described in section C.3.30 on DPR premier fields (listed in Attachment J.9). These mowers shall have floating decks and rear rollers for proper stripping.

**C.3.2.9 Edging, Trimming, and Weeding (CLIN 0002)**

The Contractor shall perform edging, trimming, and weeding of all athletic field areas **during each mowing visit** including but not limited to fence lines, dug-outs, tree rings, beneath bleachers, sidewalks, storage areas, bull-pens, and batting cages. Edging, trimming, and weeding services shall be provided by the Contractor as follows:

- a. Use a wheeled gas-powered edger with blades for areas where the turf meets a concrete surface or any other paved surface;
- b. Use a string trimmer to define the edge of tree rings, holding it upside down to create a clean cut vertically; and
- c. Implement weed control and eradication of invasive materials by utilizing controlled watering and tilling, hand weeding, and low toxicity chemicals.

### **C.3.3 Fertilizing**

When ordered, the Contractor shall perform fertilizing at designated athletic field as described below:

#### **C.3.3.1 Warm Season Grasses Fertilization (Bermuda Grass Fields) (CLIN 0004)**

The Contractor shall use a slow release fertilizer. The specific type will be Poly On or Extend. The fertilizer will be put out on the Bermuda Fields in late May or early June. The rate will be 2-4 lbs. per 1,000 square feet. The Contractor shall put down the fertilizer with a rotary spreader or vicon. The Contractor shall not cause ruts when applying fertilizer.

#### **C.3.3.2 Cool Season Grasses Fertilization (Bluegrass, Fescue Fields) (CLIN 0003)**

The Contractor shall apply the Spring application of Poly On or Extend at a rate of 1-2lbs. per 1,000 square feet. After Aeration, the Contractor shall apply a fall application of Poly On or Extend at a rate of 1-2lbs. per 1,000 square feet. The Contractor shall apply the fertilizer with a rotary spreader or vicon. The Contractor shall not cause ruts when applying fertilizer.

**C.3.3.3** The Contractor shall obtain approval, prior to application, by the COTR for use of any other fertilizer.

### **C.3.4 Aeration**

#### **C.3.4.1 Core Aeration (CLIN 0005)**

When ordered by the COTR, the Contractor shall perform core aeration.

- a. Core aerate by using an open tine aerator to a minimum depth of 3/4". Aeration shall produce holes 2 to 3" apart, or a minimum of 10 to 20 holes per square foot.
- b. The Contractor shall perform core aeration as to not damage underground sprinkler systems (including heads). If the Contractor damages the sprinkler system, all replacement costs due to damage shall be borne by the Contractor.

#### **C.3.4.2 Deeptine Aeration (CLIN 0006)**

When ordered by the COTR, the Contractor shall perform deeptine aeration at the request of the COTR.

- a. Deeptine Aeration will be used on all premier fields. The depth will be at a minimum of 6 inches.

#### **C.3.5 Seeding (CLIN 0007)**

When ordered by the COTR, the Contractor shall provide seeding services.

- a. If requested overseeding of cool season grass field will occur in March, the second will occur in September. The rate for overseeding will be 2 lbs. per 1,000 square feet or in accordance with the manufacturer's instructions. If it is determined by the COTR that a heavier rate be used for turf establishment the rate will be 4 lbs. per 1,000 square feet.
- b. If requested, overseeding Bermuda Grass fields will take place in late April or May. This will be done at a rate of 2 lbs. per 1,000 square feet or in accordance with the manufacturer's instructions. If it is determined by the COTR that a heavier rate be used for turf establishment the rate will be 4-5 lbs. per 1,000 square feet.
- c. The COTR will provide an accurate number of acreage for applying seed for each property. This will be provided one week in advance of the overseeding process.

#### **C.3.6 Sprigging (CLIN 0008)**

When ordered by the COTR, the Contractor will be responsible for marking any irrigation boxes or heads before the sprigging process occurs. The rate will be determined by the Contractor and COTR. The Contractor shall use equipment to create the proper soil to sprig contact thus ensuring good results. Sprigging shall only be completed with proper sprig installation equipment (example: Sprig Master II). The Contractor shall clean up any debris or trash left behind after sprigging.

#### **C.3.7 In-Field Dragging and Edging (CLIN 0009)**

**C.3.7.1** The Contractor shall drag and edge ball fields identified in Attachment J.9. Athletic and ball fields vary in size and involve the following:

- a. Service Areas
  1. Baseball/Softball fields (60 feet)
  2. Baseball fields (70 Feet)

3. Baseball fields (90 Feet)

b. Preparation and Maintenance

**C.3.7.2** The Contractor shall submit weekly dragging reports using the DPR dragging report template approved by the COTR.

**C.3.7.3 Dragging**

- a. The schedule for in-field preparation and maintenance for each baseball and softball field will be provided by the COTR after the award of the contract, but as a general rule shall be completed no less than bi-weekly (frequency determined by funding availability). The District reserves the right to add or delete in-field maintenance locations at any time.
- b. All infield dragging areas shall be defined as infield dirt, baselines, home plate, and pitchers mound. Dragging of baseball and softball field infields shall be completed no less than bi weekly (frequency determined by funding availability). All piles will be raked out after dragging. All edges will be swept and raked to make a uniform surface. The pitchers mound and home plate areas will be done by hand with a drag mat.

**C.3.7.4 Edging**

The Contractor shall edge all the baseball and softball infields. This shall be completed at least once a month or as needed. This includes all baselines, home plates, and pitching mounds. This work shall occur during the dragging visit and shall not be charged separately from the dragging.

**C.3.8 Warning Track Dragging and Edging (CLIN 0010)**

The Contractor shall drag all warning tracks as directed by the COTR. This will be done no less than once a month. Please see attachment J.9 for warning track listing.

**C.3.9 In-Field Mix (CLIN 0011-0014)**

When ordered by the COTR, the Contractor shall add infield mix as described in C.1.2.3 on baseball and softball fields. The Contractor will make sure all grass edges are clear of ball diamond mix and to fix any ruts they may have caused. The Contractor shall make sure to provide a surface that is graded to a + or - of 1/4" on all infield dirt fields. Infield mix must be approved by COTR prior to application.

**C.3.10 Sod Installation**

### **C.3.10.1 Cool Season Sod Installation (CLIN 0015)**

- a. The Contractor shall provide sod installation on an as needed basis as directed by the COTR. Sites requiring sod repair will be provided by the COTR. The specific cool season grass type will be designated by the COTR.
- b. The Contractor shall strip the field or thin spot with sod cutters. A tractor or skid loader can be used to strip large surfaces. Once the area is stripped the area will be graded to + or – of 1/4inch. The sod will be put down after grading. Sod shall be pulled tightly together to have no seams. All debris on the sod will be picked up. Larger sod installations (for entire outfield spaces or soccer and football fields) shall be completed via sod rolls.
- c. All of the sodding shall be complete without damaging any other portions of the field. If the need to drive on the field with heavy equipment or truck occurs a surface of plywood will be provided by the contractor to prevent rutting on the field. Any damage caused shall be repaired by the contractor within a 48 hour period of the damage occurring.

### **C.3.10.2 Bermuda Grass Sod Installation (CLIN 0016)**

- a. The Contractor shall provide sod installation on an as needed basis as directed by the COTR. Sites requiring sod repair will be provided by the COTR. The grass type will be Patriot Bermuda grass or equivalent and shall be approved by the COTR.
- b. The Contractor shall strip the field or thin spot with sod cutters. A tractor or skid loader can be used to strip large surfaces. Once the area is stripped the area will be graded to + or – of 1/4inch. The sod will be put down after grading. Sod shall be pulled tightly together to have no seams. All debris on the sod will be picked up. Larger sod installations (for entire outfield spaces or soccer and football fields) shall be completed via sod rolls.
- c. All of the sodding shall be complete without damaging any other portions of the field. If the need to drive on the field with heavy equipment or truck occurs a surface of plywood will be provided by the contractor to prevent rutting on the field. Any damage caused shall be repaired by the contractor within and 48 hour period.

### **C.3.11 Hydroseeding of Turfgrass (CLIN 0017)**

The Contractor shall supply, deliver and install as directed by the COTR, hydroseeding of turfgrass with COTR approved seed. Seed shall be a blue tag

certified seed mixture which is compatible with existing grass and suitable to environmental conditions of the Transitional Zone.

**C.3.12 Turfgrass Slit Seeding (CLIN 0018)**

The Contractor shall supply, deliver and install as directed by the COTR, turfgrass slit seeding with COTR approved seed. Seed shall be a blue tag certified seed mixture which is compatible with existing grass and suitable to environmental conditions of the Transitional Zone.

**C.3.13 In-Field Weed Control (CLIN 0019)**

The Contractor shall supply, deliver and install as directed by the COTR, in-field weed control via low toxicity chemicals. This service shall be required as requested by the COTR.

**C.3.14 Soil Tests (CLIN 0020)**

The COTR will order up to ten (10) soil tests per year. The Contractor shall perform the soil tests within ten (10) days of the request and the Contractor shall provide the results of the tests to the COTR within two (2) business days after completion of soil test.

**C.3.15 Irrigation Services**

The Contractor shall provide automated irrigation system inspection and maintenance services for all existing automated irrigation systems at Facilities identified in Attachment J.10.

The Contractor shall provide automated irrigation systems inspection and maintenance services in accordance with the applicable ANSI standards (Applicable Document #5) with the start up and winterizing dates to be established by the COTR representative.

**C.3.15.1 Irrigation Systems Monthly Inspections (CLIN 0021)**

The Contractor shall perform monthly visual inspections of all irrigation systems to evaluate the need for repairs, adjustments, or to schedule maintenance. Inspection shall be completed within the first week of each month. Services shall include an examination of the following components or elements of the irrigation systems at a minimum:

- a. Adjust nozzles, sprays, rotors, risers to avoid spray onto pathways, sidewalks, and streets, in-fields, and to maximize coverage and efficiency;

- b. Adjust irrigation clocks including run times to current weather conditions and permitting schedule of the fields that shall be provided by the COTR.
- c. Note damaged valve box covers;
- d. Note all damaged or missing nozzles and replace broken wires;
- e. Check rain and freeze sensors and note missing or defective rain sensors;
- f. Note broken lateral or mainlines; and
- g. Troubleshoot potential problems and implement approved preventive measures.
- h. Submission of an irrigation inspection report using the DPR irrigation report template approved by the COTR. The Contractor shall submit the reports by the next business day following the first week of the month.

#### **C.3.15.2 Irrigation Systems Repair and Maintenance Schedule and Requests**

- a. The Contractor shall notify and obtain the approval of the COTR before performing any repairs on an irrigation system. The Contractor shall submit recommendations on zone modifications or additions to the COTR for review and approval before performing work.
- b. Damage to any parts of the irrigation systems that are the result of the Contractor's performance of work shall be repaired at the Contractor's cost and at no cost to the District.

#### **C.3.15.3 Irrigation System Start up and Winterization Services (CLIN 0022)**

- a. The Contractor shall perform the following start-up services in the Spring and winterizations services in the Fall for each irrigation system as directed by the COTR. The Contractor shall at a minimum include the following:
  - i. Evaluation of controller program;
  - ii. Inspection and fine-tuning of all irrigation heads;
  - iii. Inspection of wire connections at controller and all valve boxes;
  - iv. Inspection of rain sensor components;
  - v. Location of all electronic valve boxes;
  - vi. Inspection of backflow connections for leaks and wear;

- vii. Measurement of water pressure and inspect water source for correct operation;
  - viii. System audit and adjustment of systems for water efficiency;
  - ix. All irrigation systems shall be drained completely; and
- b. All water supply valves shall be shut off and their location clearly be identified by physical marking (required for winterization only).
- c. After a start up or winterization service has been performed, the Contractor shall submit a list of items that are broken or need fixing to the COTR within 24 hours. The District of Columbia can provide any parts needed to the Contractor to fix any irrigation problem. The Contractor shall provide an invoice for any parts purchased for an irrigation job. The Contractor will give notice to the COTR when done with any irrigation repairs.
- d. The COTR will provide extra soil for the Contractor to bring all irrigation boxes and heads up to a level surface. The Contractor will notify the COTR if any soil is needed to fill around any irrigation boxes or heads. If DPR does not have extra soil to use the Contractor shall provide a cost for the extra soil and work.

#### **C.3.15.3.1 Irrigation System Start up Certification**

The Contractor shall certify the operable status or condition of each irrigation system upon completion of the spring start up services. The Irrigation System Start up Certification for spring shall be provided as set forth in Section F.3.

#### **C.3.15.3.2 Irrigation System Winterization Certification**

The Contractor shall certify the status or condition of each irrigation system upon completion of the fall shut down services. The Irrigation System Shut Down Certification for Fall shall be provided in accordance with F.3.

#### **C.3.15.4 Irrigation Systems Inventory Report**

The Contractor shall update and complete an inventory of existing and new DPR irrigation systems. This work may be completed during the monthly inspections. Information to be gathered includes, controller make and model, backflow size, and other systems related information. This information shall be inputted into the COTR approved report template (Attachment J.10).

#### **C.3.16 Emergency Landscaping Services (CLIN 0023)**

The Contractor shall provide emergency landscaping services as described below.

- a. The Contractor shall maintain the capacity to provide emergency landscaping maintenance services within four (4) hours of a request by the COTR. The Contractor shall coordinate the delivery of emergency services including stabilization of the emergency, evaluation and assessment of the scope and severity of prevailing conditions. The Contractor shall present any potential solutions and alternatives. Furthermore, Contractor shall implement an emergency response in accordance with direction of the COTR.
- b. The Contractor shall provide emergency landscaping services which include, but are not limited to, the following:
  - i. Securing a site for safety and security reasons;
  - ii. Downed tree or tree limbs removal; and
  - iii. Emergency situations (e.g. sink holes, collapsed batting cages, etc.) as identified by the COTR.

### **C.3.17 Staffing**

**C.3.17.1** The Contractor shall allocate a qualified workforce, adequately trained and equipped, and sufficient in numbers to successfully perform the requirements of this contract.

**C.3.17.2** The Contractor's staff shall at a minimum:

- a. Perform the required services in a skillful and workmanlike manner;
- b. Maintain a familiarity with acceptable industry standards in landscaping and horticulture;

### **C.3.17.3 Key Staff**

The positions listed below are considered to be key personnel. The Contractor shall provide staff that at minimum meet the qualifications listed.

1. Project Manager(PM) that shall serve as the Contractor's primary point of contact and shall maintain overall responsibility for the successful completion of the requirements described in Sections C.3.1 through C.3.8 The PM shall have a minimum of (10) ten years experience in the delivery of athletic field maintenance management and services similar to those described in Sections C.3.1 through C.3.16. This individual shall be proficient in writing and in speaking English.

2. Certified Pest Applicator maintaining a certification to operate in DC, Virginia and Maryland. The IPM Specialist certifications shall be provided within fifteen (15) days of contract award.
3. Irrigation System Repair and Maintenance Services Specialist having a minimum of (5) five years experience in the repair and maintenance of automated irrigation systems.
4. Field Supervisors/Crew Leaders having a minimum of (5) five years of practical experience with like kind contracts similar in scope and size.
5. Emergency Point of Contact that shall serve as the COTR's primary point of contact for emergency and snow removal services. Subject should possess at least (5) five years of experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions.

#### **C.3.17.5 Organization and Supervision**

- a. The Contractor shall provide organization, supervision and oversight to effectively perform the required services in a successful, safe, and professional manner. The Contractor shall ensure the provision of the following:
  - i. An organizational structure provided in the form of an organizational chart that clearly describes the lines of supervision and authority and establishes accountability among the Contractor's staff and subcontractors as applicable, to perform work under this contract. The organizational structure shall clearly identify the key staff to complete all parts of the SOW.
  - ii. Staff instruction and training in the safety regulations necessary for the safe and efficient operations of equipment and the proper maintenance thereof to include, at a minimum, safety procedures in accordance with the U.S. Department of Labor, Occupational Safety Health Administration (OSHA), (Applicable Document #7);
- b. The Contractor shall provide adequate supervision to consist, at a minimum, of a Field Supervisor or Team Leader for each operational crew performing the required services described in C.3.1 through C.3.16; and Certification of the following:

- i. Certification of the Pesticide Application; and
  - ii. Additional licenses and certifications as applicable or required by District or federal law.
- c. The Contractor shall provide, to the COTR, its Organizational Chart 15 days after contract award.
- d. The Contractor shall select, supervise and exercise control and direction over its employees and Subcontractors under this contract. The COTR may direct the Contractor to remove from the site any employee or Subcontractor whose continued employment on the site is deemed to be contrary to the best interests of the District.

### **C.3.18 Materials, Supplies, and Equipment**

**C.3.18.1** The Contractor shall furnish all materials, supplies, and equipment to perform under this contract, including the necessary licensed, insured, and inspected vehicles to transport staff, equipment, and other supplies.

**C.3.18.2** The Contractor shall have available at a minimum the following specific materials, supplies, and equipment to perform the required services:

a. Site Inspection and Survey Services

Digital Camera

b. Turf Maintenance and Management Services

1. Mowers – The Contractor’s mowing equipment, hand mowers and mechanical, shall be maintained in excellent operating condition, with all grass cutting edges sharp, clean, and in proper adjustment. Mowing equipment shall be operated in such a manner as to prevent damage to the turf, trees, shrub and groundcover areas, park structures, patrons and workers.
2. Equipment – The Contractor shall provide all necessary equipment to perform the requirements of the contract including but not limited to edging equipment, string trimmers, weed eaters, blowers, brooms, rakes, equipment to aerate and over seed, water, and fertilize.
3. Fuel – required to operate mowers and equipment;
4. Safety Devices – The Contractor shall maintain all safety devices and equipment needed to maintain safe and efficient operations.

c. Landscaped Areas Management and Maintenance Services

The Contractor shall provide native seeds, plant material, and plugs obtained from a reputable source. The Contractor shall provide the

COTR with the source of all seeds, plant materials, and plugs including the name of the producer/grower, nomenclature data, and other information as needed. Plant material, plugs, and seeds shall not be collected from the wild. All plant material furnished and installed by the Contractor must be nursery grown in accordance with standard horticultural practices, as established by the American Association of Nurserymen, and grown under climatic conditions similar to those in the locality of the project. Any exceptions must be approved by the COTR.

- d. Planting and Maintenance equipment
  - 4. Planting and Pruning - The Contractor shall supply all necessary equipment and supplies to perform the requirements of this contract;
  - 5. Watering Equipment – The Contractor shall supply all necessary equipment and supplies to perform the requirements of this contract.
  
- e. Irrigation Systems
  - 1. Irrigation System Parts - The Contractor shall supply all necessary equipment and supplies to perform the requirements of this contract.

### **C.3.19 Guarantees and Warranties and Product Information**

**C.3.19.1** The Contractor’s workmanship and materials shall be guaranteed from defects for a period of one year from the date of acceptance by the COTR except where the manufacturer offers a longer period of warranty, in which case the manufacturer’s warranty shall prevail. The Contractor shall provide all shop drawings, testing, guarantees, warranties, as-built drawings, manuals that are necessary to put all work in first class operating condition.

**C.3.19.2** The Contractor shall provide the COTR copies of all warranty information for products and materials accepted. The warranty information shall be provided as set forth in Section F.3.

### **C.3.20 Replacement Materials**

The Contractor shall replace, at no additional cost to the District, all materials that fail, or show signs of imminent failure as per manufacturer’s standards during the course of one (1) year following installation with equal size and quality or greater. Replacement materials and replacement plant materials shall be guaranteed for an additional one-year period from the date of their installation.

### **C.3.20.1 Replacement Materials List**

Replacement materials and substitutions shall be submitted for review and approval by the COTR prior to their installation. Replacement substitutions installed without the prior approval of the COTR will be rejected at the Contractor's cost.

### **C.3.21 Safety and Site Conditions**

#### **C.3.21.1 Safety**

The Contractor shall ensure that the operations of staff, equipment, and supplies are maintained in accordance with applicable industry standards and the Occupational Safety and Health Administration. The Contractor shall ensure that at a minimum the following:

- a. All staff shall at all times wear:
  1. Approved clothing, safety vests and any other equipment required to meet OSHA standards
  2. Adequate eye protection;
  3. Safety shoes, as applicable;
- b. Seat belts shall be worn by all vehicle/equipment operators and other staff;
- c. Vehicles used to transport employees shall have seats firmly secured and adequate for the number of staff to be carried;
- d. All electrical tools shall be adequately grounded or double insulated. If extension cords are used, they shall be free of defects and designed for their environment and intended use; and
- e. Limiting access to the recreation center or facility if conditions are unsafe or if the type of work being performed may represent a hazard to the public.

#### **C.3.21.2 Accident and Unusual Incident Reports**

The Contractor shall submit Accident and Unusual Incident Reports within 24 hours of the accident or incident. The Accident Reports shall be provided in accordance with F.3.

#### **C.3.21.3 Site Condition**

- a. The Contractor shall perform clean up upon completion of work at a site, and at the end of each workday if work is to be completed the following day. In addition, the Contractor shall keep DPR property free of scattered debris and refuse. Debris and refuse, along with demolition materials shall be removed from site immediately and legally disposed of off-site.

- b. The Contractor shall not be allowed to stockpile material at any of the sites unless authorized by the COTR in writing.

**C.3.22.4 Technical Capabilities**

The Contractor shall maintain at a minimum the following technical and communicative capabilities:

- a. An operable phone line;
- b. An operable fax line;
- c. A dedicated line for electronic transmission and receiving; and
- d. Nextel phones with two-way communication capability.

**C.3.23 Meetings Requirements**

**C.3.23.1 Production Meetings**

The Contractor shall plan, organize and conduct weekly meetings with the COTR to discuss progress of work and any issues related to the performance of the contract. The Contractor shall prepare, correct, and distribute the approved meeting minutes to all attendees of the meeting within five (5) business days as set forth in Section F.3.

**SECTION D: PACKAGING AND MARKING**

- D.1** Contractor shall physically mark water supply valve location as set forth in Section C.3.15.3.

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies and clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)
- E.2** The manufacturer's recommended methods of installation (unless superseded by the specifications) will become the basis for inspection and acceptance of the actual work or installation.
- E.3** The COTR shall have the right to refuse and reject any or all plant material not meeting industry standards.
- E.4** The District will conduct weekly inspections/evaluations of all phases of the services to be performed by the Contractor. Emphasis will be placed on quality, compliance with the requirements as listed in Section C.3 through C.3.16 and timeliness of the Contractor's service delivery.

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

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

The period of performance shall be from date of award through one year thereafter.

### **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 year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

### **F.3 DELIVERABLES**

The Contractor shall provide to the COTR, unless otherwise specified, the following deliverables in the table below. Required soft copies or digital reports shall be provided in Microsoft Office compatible formats.

Solicitation DCHA-2011-R-0073  
 Comprehensive Athletic Fields Maintenance

<b>SOW Section</b>	<b>Deliverable Name</b>	<b>Quantity and Format</b>	<b>Due Date</b>
C.3.2.7	Daily Mowing Reports	One (1) soft copy	No later than 11:00 am the day following mowing
C.3.7.2	Dragging Reports	One (1) soft copy	Weekly
C.3.14	Soil Tests Reports	One (1) soft copy and one (1) hard copies	Two(2)days after completion of soil test
C.3.15.1.h	Irrigation Inspection Reports	One (1) soft copy	Next business day following 1 <sup>st</sup> week of the month
C.3.15.2	Irrigation system recommendations on zone modification or additions	One (1) soft copy	Prior to performing recommended work
C.3.15.3.c	List of items broken or needing fixing	One (1) soft copy	24 hours after each start up or winterization service
C.3.15.3.c	Invoice for repair parts	One (1) soft copy	After completion of approved repairs
C.3.15.3.1	Certification for Irrigation System Start- up	One (1) soft copy and one (1) hard copy	Upon completion of start up
C.3.15.3.2	Certification for Irrigation System Shut-down	One (1) soft copy and one (1) hard copy	Upon completion of winterization
C.3.15.4	Inventory List of Irrigation Systems	One (1) soft copy	Monthly
C.3.17.5.c	Organizational Chart	One (1) soft copy and one (1) hard copy	15 days after contract award
C.3.19.1 and C.3.19.2	Guarantees, Warranties, and Product Information Reports	One (1) soft copy and one (1) hard copy	Within 30 days of delivery
C.3.20.1	Replacement material and substitutions	One (1) soft copy	Prior to installation
C.3.21.2	Accident and Unusual Incident Report	One (1) soft copy and one (1) hard copies	Within 24 hours from incident

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<b>SOW Section</b>	<b>Deliverable Name</b>	<b>Quantity and Format</b>	<b>Due Date</b>
C.2.23.1	Meeting minutes	One (1) soft copy	Within 5 days following weekly meeting

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

**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. 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:** Barbara Roberson  
**Address:** 3149 16<sup>th</sup> Street, N.W.  
Washington, DC 20009  
**Telephone:** 202-673-2032

**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 are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

**G.2.2.2** Purchase order 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 authorized signature.

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

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

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

**G.4 PAYMENT**

For actual work performed and accepted, the District will pay the Contractor the amount due as stated in Section B.3 on a monthly basis after:

- a. Acceptance of the work; and
- b. Presentation of a properly executed invoice.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

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

- a) the 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 seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

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

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

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

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

**G.6.3 Subcontract requirements**

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

**G.7 CONTRACTING OFFICER (CO)**

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

Gena Johnson  
Contracting Officer  
Office of Contracting and Procurement  
Address: 2000 14<sup>th</sup> Street, NW, 6<sup>th</sup> Floor  
Washington, DC 20009  
Telephone: 202 671-2205  
Email: gena.johnson@dc.gov

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO 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 CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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 CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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

Derek Schultz  
Department of Parks and Recreation  
3149 16<sup>th</sup> St. NW  
(202) 251-7441  
Email: [Derek.schultz@dc.gov](mailto:Derek.schultz@dc.gov)

**G.9.3** The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

## **G.10 ORDERING CLAUSE**

**G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.10.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.10.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## **G.11 COST REIMBURSEMENT CEILING**

**G.11.1** Cost reimbursement ceiling for this contract is set forth in Section B.3. The District will reimburse the Contractor for the actual cost of parts to repair irrigation systems and for extra soil to bring the irrigation boxes and heads up to level surface if the soil is not provided by the District as outlined in section C.3.15.3.d.

**G.11.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.

**G.11.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

**G.11.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

**G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

**G.11.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until he CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

**G.11.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

**G.11.8** If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred

afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

**G.11.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.

**G.11.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

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

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

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 10, dated June 10, 2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

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

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

contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

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

- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

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

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

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

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

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

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

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

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

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

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or

more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

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

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

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

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

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

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

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

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

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

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

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

- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

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

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;

- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan**

- H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**H.10 PERFORMANCE AND PAYMENT BOND**

The Contractor shall deliver to the Contracting Officer identified in G.8, within ten (10) calendar days of notification of award, a duly executed Standard Performance and Payment Bond payable to the District of Columbia in the amount of 10% of the estimated contract amount as a guarantee for the faithful performance of the contract. The surety of the bond shall be a surety company approved by the District of Columbia to transact business in the District. No contract shall be deemed to be in effect until the Contracting Officer approves such bonds.

## **H.11 DISTRICT RESPONSIBILITIES**

- H.11.1** The District will provide the Contractor with the format to submit the Service Area and Site Conditions Damaged Property Report as described in C.3.1.1.
- H.11.2** All new plant material furnished, delivered, and installed by the Contractor shall be inspected by the COTR or designee in the established staging area.
- H.11.3** The COTR will notify the Contractor 24 Hours in advance of scheduled site visits.

## **H.12 CONTRACTOR RESPONSIBILITIES**

- H.12.1** The Contractor shall be responsible for providing landscaping services in accordance with the requirements of this contract.
- H.12.2** The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.
- H.12.3** The Contractor shall be responsible for minimizing exposure to concentrates if the Contractor uses products in a concentrated form. Concentrated products must be part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

## **H.13 STAFF ATTIRE AND IDENTIFICATION**

- H.13.1** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.
- H.13.2** The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

## **H.14 SAFETY REQUIREMENTS**

- H.14.1** The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.
- H.14.2** The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United

States Occupational Safety and Health Administration (OSHA) including, but not limited to:

- H.14.2.1** Back support devices
- H.14.2.2** Eye protection
- H.14.2.3** Hearing protection
- H.14.2.4** Hand protection
- H.14.2.5** Head protection
- H.14.2.6** Foot protection

**H.14.3** The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

**H.14.4** Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.

**H.14.5** The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.

## **H.15 FIRE PREVENTION**

**H.15.1** The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District property being serviced on the job site.

**H.15.2** The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.

## **H.16 SMOKE FREE ENVIRONMENT**

The District's facilities are smoke free. The Contractor is responsible for adhering to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.

## **H.17 DELIVERY OF SUPPLIES**

The Contractor shall schedule its supply deliveries during times that cause minimum disruption and inconvenience to District agency operations. Unless

otherwise approved by the COTR, such deliveries shall be made weekdays before 6:00 p.m. or on weekends.

## **H.18 COMMUNICATION**

At its own expense, the Contractor shall provide electronic pagers, transportable cellular telephones, or any other telecommunication devices adequate to effectively provide a communication link to District officials especially in emergency situations when the need to get hold of contractor personnel is greatest. The names of the individual officers and the telephone numbers for their respectively assigned pager and telephone number shall be provided to the Contracting Officer and the COTR at the start of the period of performance.

## **H.19 ACCIDENT REPORTS**

The Contractor shall immediately notify the COTR of any accidents on the job site arising from the performance of this SOW that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.

## **H.20 PROPERTY DAMAGE NOTIFICATION**

Any damage caused by the Contractor or its employees to District property shall be promptly repaired or replaced by the Contractor at the Contractor's expense.

## **H.21 SPECIAL REQUIREMENTS – REGULATORY AND ENVIRONMENTAL PROVISIONS**

**H.21.1** The Contractor shall comply with all environmental laws, including D.C. Law 7-226, "the D.C. Solid Waste Management and Multi-Material Recycling Act of 1099," and any laws relating to hazardous materials on the job sites or related to the Contractor's activities on the job sites. The Contractor shall not manage, use or store hazardous materials on the job sites. The Contractor shall not manage, use or store hazardous materials at the job sites except as reasonably necessary to perform the requirements of this contract. The Contractor shall not dispose of or treat any hazardous materials on the job sites or surrounding lands or waters. The Contractor shall immediately provide to the District a written list of hazardous materials used or stored, or intended to be used or stored, at the job site, and the approximate quantities to be used or stored, prior to entering into this contract.

### **H.21.2 Air Quality**

The Contractor shall only use environmental preferred products for its chemicals, which do not exceed the volatile organic chemical (VOC)

limitations rule(s) published by the U.S. Environmental Protection Agency (EPA). The expectation is that compliance with this requirement will reduce outdoor air quality problems and complaints.

**H.22 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

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

## **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. 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**

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

### **I.4 TIME**

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

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

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

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

- software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

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

**RESTRICTED RIGHTS LEGEND**

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
  2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
  3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

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

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

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

### **ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

## **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

## **I.12 GOVERNING LAW**

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

## **I.13 ESTIMATED QUANTITIES**

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the

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

## SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment</b>	<b>Name</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination 2005-2103, Revision No. 10 dated 6/15/10
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Past Performance Evaluation Form
<b>J.9</b>	Department of Parks and Recreation Athletic Fields with Acreage by Wards
<b>J.10</b>	List of DPR Irrigation Systems
<b>J.11</b>	DPR Natural Turf Fields Maintenance Schedule

## **SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

### **K.1 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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### **K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The offeror, 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 offeror is a foreign entity, it operates as:

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

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

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

Offeror \_\_\_\_\_ Date \_\_\_\_\_

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

Signature \_\_\_\_\_

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

**K.4 BUY AMERICAN CERTIFICATION**

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

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

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

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

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the offeror 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 offeror 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 offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

**K.8 CERTIFICATION OF ELIGIBILITY**

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

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

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

One original and two (2) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCHA-2011-B-0073".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

#### **L.2.1 Technical Proposal**

The offeror's technical proposal shall include at minimum the following:

1. A list of contracts and subcontracts demonstrating the offeror has performed work similar in size and scope as the required services described in section C.3. The offeror's list shall include the following information for each contract and subcontract:

- A. Name of contracting activity;
  - B. Contract number;
  - C. Contract type;
  - D. Contract duration (or period);
  - E. Total contract value;
  - F. Description of work performed;
  - G. Contact person name, phone, and email address
2. Three letters of references documenting the offeror's recent experience and capability directly related to Athletic Field Maintenance. Recent is defined as within the last three years. References from a Professional Sports Organizations including any Minor League Baseball, Major League Baseball, National Football League, and Division 1A Colleges or sports teams are preferred. The letters must state all of the Athletic Field Maintenance done at each site and the period of performance of the contract. Offerors can have its client references complete Attachment J.8 Past Performance Evaluation Form and return it directly to the Contracting Officer prior to the closing date and time.
  3. A list of key personnel. The offeror shall submit resumes, certifications and qualification statements documenting the offeror's key personnel's experience and qualifications. Refer to Section C.3.17.4. Supervisory resumes shall document 5-10 years demonstrated experience in athletic field maintenance management and with equipment use to complete athletic field maintenance. 1-2 Valid CDL, licensed truck driver resumes documenting at least 10 years demonstrated experience with athletic field equipment. Copies of valid CDL licenses must accompany proposal submittal.
  4. Staffing Plan and Organizational Chart showing number of people to be assigned to the District and a narrative describing the collective qualification, experience, skills, and capabilities of the proposed staff.
  5. Copy of Offeror's Quality Assurance Plan.
  6. Copy of Offeror's License to provide the required service to the District issued by the Department of Consumer and Regulatory Affairs.

7. Copy of Certification for Pesticide Applicator to be assigned to the District.
8. List of Equipment available for use for this contract.

<b>Equipment/Vehicles</b>	<b>Quantities available to the Contractor while providing service to the District (i.e. equipment that would not be obligated to another contract)</b>	<b>Make, Model Number, Year, Operating Condition</b>
Sprigger <i>Example: SportsTurf No-Till and Fairway Sprigger (Sprigger's Choice)</i>	_____	
Seeding/Fertilization Spreader (80lbs capacity) <i>Example: Accu Pro 2000 (Andersons) Pull behind spreader: Model 303 (Vicon)</i>	_____	
Turf Roll Installer <i>Example: Model 4225 (KWMI)</i>	_____	
Top Dresser – pull behind <i>Example: Model 2500 (Toro), Model 440 (Dakota)</i>	_____	
Laser Grader <i>Example: Level Best Laser Grader (ATI Corp.), Bobcat Automatic Laser System (Bobcat)</i>	_____	
Deeptine Aerator <i>Example: Model SR70S (Soil Reliever)-At least a 25 Horse Power tractor to pull the piece of equipment</i>	_____	
Infield Groomer <i>Example: Model Bunker Rake 1200A (John Deere) Super Star (Smith Co.)</i>	_____	
Sport Turf Mowers (with real rollers and floating decks) <i>Example: Toro Groundsmaster 3500</i>	_____	
Reel Mowers / Rotary Mowers <i>Example: Toro Reelmaster 5010</i>		
2 Ton Roller		
Skid loaders		
Dump Trucks		
Bobcat		
Rototiller, blecavators, lely, aeravator,		
Drag mats and screens for infield dirt		
Trencher		
Koro machine		
Sod cutter		

Blade Edger		
Tractor		
Laser Grading Equipment		
Forklift		
Vacuum Blowers		

9. Subcontracting Plan

10. Certifications (Section K), First Source Agreement, and EEO Statement

**L.2.2 Price Proposal**

The Offeror must submit a price for all CLINs in each of the base and option years to be considered.

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

**L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00 pm local time on March 7, 2011. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

**L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

### **L.3.3 Postmarks**

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

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than 10 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 10 days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not

notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

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

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

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

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

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

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror 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 ten (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 at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals

Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.9 SIGNING OF OFFERS**

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

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL COSTS**

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

**L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

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

**L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to the Contracting Officer.

### **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

### **L.16 BEST AND FINAL OFFERS**

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

### **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.18 FAMILIARIZATION WITH CONDITIONS**

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

## **L.19 GENERAL STANDARDS OF RESPONSIBILITY**

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## **L.20 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at **11:00 a.m. on February 22, 2011** at Department of Public Works, 2000 14<sup>th</sup> Street, NW, 6<sup>th</sup> Floor, Washington, DC 20009. Prospective offerors 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 offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their 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-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

## **L.21 KEY PERSONNEL**

**L.21.1** The District considers the positions listed in Section C.3.17.4 to be key personnel for this contract.

**L.21.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

**M.1 EVALUATION FOR AWARD**

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

**M.2 TECHNICAL RATING**

**M.2.1** The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two

subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

#### **M.3.1 TECHNICAL EVALUATION (80 Points maximum)**

Proposals will be evaluated based on the following evaluation factors listed in descending order of importance:

##### **M.3.1.1 Past Performance (20 Points Maximum)**

A. The offeror shall provide a list of contracts and subcontracts demonstrating the offeror has performed work similar in size and scope as the required services described in section C.3. The offeror shall include the following information for each contract and subcontract:

- 1) Name of contracting activity;
- 2) Contract number;
- 3) Contract type;
- 4) Contract duration (or period);
- 5) Total contract value;
- 6) Description of work performed;
- 7) Contact person name, phone, and email address

B. The offeror's client references have submitted performance evaluations or reference letters documenting the experience and capability of the offeror directly related to Athletic Field Maintenance.

##### **M.3.1.2 Key Personnel Experience (20 Points Maximum)**

The offeror shall submit resumes, certifications, or statements of qualifications demonstrating the offeror's key personnel have the required experience and qualifications as outlined in section C.3.17.4.

##### **M.3.1.3 Contractor's Technical Capability (20 Points Maximum)**

A. The offeror provided a narrative describing the collective qualifications, experience, skills, and capabilities of the offeror's proposed staff, the relevance and the benefit of the offeror's staff qualifications, experience, and skills to successfully provide the required services described in C.3.

- B. The offeror provided an organizational chart illustrating the offeror's staffing plan that clearly delineates at a minimum the following:
- 1) Each staff member to perform services under this contract and the corresponding position or title
  - 2) The key staff, managers and supervisors, and administrative staff
  - 3) Reporting lines clearly showing the lines of accountability
- C. The offeror submitted a quality assurance plan ensuring that all of the tasks associated with athletic field maintenance will be done correctly and not to cut corners or bury a problem. The athletic field will be maintained according to the specifications outlined in this SOW. All materials stated for the job will be used and no substitutes will be used. All work will be completed in a timely manner.

**M.3.1.4 Equipment (20 Points Maximum)**

The offeror submitted documentation and/or proof of ownership, lease, or lease access to the following equipment:

1. Tractors
2. Skid loaders
3. Dump Trucks
4. Laser Grading Equipment attached to a grader or tractor
5. Rotary Spreaders or Vicon Spreaders
6. Sod installers
7. Sprigging machines
8. Forklift or an attachment for a tractor to be used as a forklift
9. Topdressers
10. Deeptine aerators, walk behind aerator, and pull behind aerator
11. Bobcats
12. 2 Ton Roller
13. Graders
14. Rototiller, blecavators, lely, aeravator,
15. Drag mats and screens for infield dirt
16. Trencher
17. Sports Turf Mower (with free floating deck and rear roller for stripping)
18. Reel Mowers
19. Other Rotary Mowers
20. Vacuums, blowers
21. Koro machine
22. Sod cutter
23. Blade Edger
24. Infield Groomer

**M.3.2 PRICE CRITERION (20 Points Maximum)**

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. The offeror must submit a price for all CLINs for the base and option years in order to be considered. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal 20}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

**M.4 EVALUATION OF OPTION YEARS**

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

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.5.1 Application of Preferences**

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall

score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

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

#### **M.5.2 Maximum Preference Awarded**

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

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

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the

certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

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

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

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

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

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

#### **M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.