SOLICITATION, OFFER, AND AWARD

1. Caption: FY18 TMDL Implementation

Page of Pages: 1 of 54

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
TBD	DOC386057	☐ Sealed Bid (IFB) ☒ Sealed Proposals (RFP) ☐ Sole Source ☐ Emergency	6/29/2018	☒ Open ☐ Set Aside ☐ Open Market with Set-Aside CBE Designated Category

7. Issued By	8. Address Offer to:
Office of Contracting and Procurement 441 - 4th Street, N.W., Suite 700 South Washington, D.C. 20001	Office of Contracting and Procurement 441 - 4th Street, N.W., Suite 700 South Washington, D.C. 20001

NOTE: In sealed bid solicitations "offer" or "offeror" means "bid or "bidder"

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will via electronic format via the on-line solicitation software l

2:00 p.m. (Hour) local time August 1, 2018 (Date)

CAUTION: Late submission, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in solicitation.

10. For Information Contact	A. Name	B. Telephone (Area Code)	B. Telephone (Number)	B. Telephone (Ext)	C. E-mail Address
	Eleuterio Mangilit	202	442-7623		eleuterio.mangilit@dc.gov

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	29
X	B	Supplies or Services and Price/Cost	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	6	X	J	List of Attachments	39
X	D	Packaging and Marking	12	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	13			Representations, certification and other statements of offerors	40
X	F	Deliveries or Performance	14	X	K		
X	G	Contract Administration Data	16	X	L	Instructions, conditions & notices to Offerors	41
X	H	Special Contract Requirements	21	X	M	Evaluation factors for award	49

OFFERORS

12. In conjunction with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the 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 (Area Code) (Number) (Ext)	☐ 15 C. Check if remittance address is different from above – Refer to section G	17. Signature / 18. Award Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

2. Name of contracting Officer (Type or Print)	23. Signature of Contracting Officer (district of Columbia)	24. Award Date

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

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of Department of Energy and Environment ("DOEE" and "District") is seeking an environmental consultant to provide advisement and assistance to DOEE in administering its water quality program.

B.2 The District contemplates award of a labor hour contract with fixed hourly rate in accordance with 27 DCMR Chapter 2420 and 2421. Fixed hourly rates will include wages, overhead, general administrative expenses, profit, and materials required at cost.

B.3 LABOR HOUR PRICE SCHEDULE

B.3.1 BASE YEAR (12 MONTHS PERIOD)

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
0001	Labor Category:_Project Managaer	**$_____**	**255**	**$_____**
0002A	Labor Category:_Senior Water Quality Modeler	**$_____**	**243**	**$_____**
0002B	Labor Category: Mid-level Water Quality Modeler	**$_____**	**365**	**$_____**
0003A	Labor Category: Senior Environmental Scientist	**$_____**	**1,193**	**$_____**
0003B	Labor Category: Mid-level Environmental Scientist	**$_____**	**596**	**$_____**
0003C	Labor Category: Junior Environmental Scientist	**$_____**	**596**	**$_____**
0004A	Labor Category: Senior Environmental Engineer	**$_____**	**768**	**$_____**
0004B	Labor Category: Mid-level Environmental Engineer	**$_____**	**384**	**$_____**
0004C	Labor Category: Junior Environmental Engineer	**$_____**	**384**	**$_____**
0005A	Labor Category: Mid-level Biologist	**$_____**	**637**	**$_____**
0005B	Labor Category: Junior Biologist	**$_____**	**637**	**$_____**
0006	Labor Category: GIS Analyst	**$_____**	**73**	**$_____**
0007	Labor Category: Senior Public Outreach Specialist	**$_____**	**50**	**$_____**
0008	Labor Category: Staff Assistant	**$_____**	**102**	**$_____**
	GRAND TOTAL B.3.1		**Not-to-Exceed Total Amount**	**$_____**

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

B.3.2 OPTION YEAR ONE (12 MONTHS PERIOD)

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate *	Estimated Labor *H*ours	Total Amount
1001	Labor Category: _Project Managaer	**$**_____	**255**	**$**_____
1002A	Labor Category: _Senior Water Quality Modeler	**$**_____	**243**	**$**_____
1002B	Labor Category: Mid-level Water Quality Modeler	**$**_____	**365**	**$**_____
1003A	Labor Category: Senior Environmental Scientist	**$**_____	**1,193**	**$**_____
1003B	Labor Category: Mid-level Environmental Scientist	**$**_____	**596**	**$**_____
1003C	Labor Category: Junior Environmental Scientist	**$**_____	**596**	**$**_____
1004A	Labor Category: Senior Environmental Engineer	**$**_____	**768**	**$**_____
1004B	Labor Category: Mid-level Environmental Engineer	**$**_____	**384**	**$**_____
1004C	Labor Category: Junior Environmental Engineer	**$**_____	**384**	**$**_____
1005A	Labor Category: Mid-level Biologist	**$**_____	**637**	**$**_____
1005B	Labor Category: Junior Biologist	**$**_____	**637**	**$**_____
1006	Labor Category: GIS Analyst	**$**_____	**73**	**$**_____
1007	Labor Category: Senior Public Outreach Specialist	**$**_____	**50**	**$**_____
1008	Labor Category: Staff Assistant	**$**_____	**102**	**$**_____
	GRAND TOTAL B.3.2		**Not-to-Exceed Total Amount**	**$**_____

***** The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

B.3.3 OPTION YEAR TWO (12 MONTHS PERIOD)

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate *	Estimated Labor *H*ours	Total Amount
2001	Labor Category: Project Managaer	**$**_____	**255**	**$**_____
2002A	Labor Category: _Senior Water Quality Modeler	**$**_____	**243**	**$**_____
2002B	Labor Category: Mid-level Water Quality Modeler	**$**_____	**365**	**$**_____
2003A	Labor Category: Senior Environmental Scientist	**$**_____	**1,193**	**$**_____
2003B	Labor Category: Mid-level Environmental Scientist	**$**_____	**596**	**$**_____

2003C	Labor Category: Junior Environmental Scientist	**$**_____	**596**	**$**_____
2004A	Labor Category: Senior Environmental Engineer	**$**_____	**768**	**$**_____
2004B	Labor Category: Mid-level Environmental Engineer	**$**_____	**384**	**$**_____
2004C	Labor Category: Junior Environmental Engineer	**$**_____	**384**	**$**_____
2005A	Labor Category: Mid-level Biologist	**$**_____	**637**	**$**_____
2005B	Labor Category: Junior Biologist	**$**_____	**637**	**$**_____
2006	Labor Category: GIS Analyst	**$**_____	**73**	**$**_____
2007	Labor Category: Senior Public Outreach Specialist	**$**_____	**50**	**$**_____
2008	Labor Category: Staff Assistant	**$**_____	**102**	**$**_____
	GRAND TOTAL B.3.3		**Not-to-Exceed Total Amount**	**$**_____

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

B.3.4 OPTION YEAR THREE (12 MONTHS PERIOD)

Contract Line Item No. (CLIN)	**Labor Category**	**Hourly Labor Rate ***	**Estimated Labor *H*ours**	**Total Amount**
3001	Labor Category:_Project Managaer	**$**_____	**255**	**$**_____
3002A	Labor Category:_Senior Water Quality Modeler	**$**_____	**243**	**$**_____
3002B	Labor Category: Mid-level Water Quality Modeler	**$**_____	**365**	**$**_____
3003A	Labor Category: Senior Environmental Scientist	**$**_____	**1,193**	**$**_____
3003B	Labor Category: Mid-level Environmental Scientist	**$**_____	**596**	**$**_____
3003C	Labor Category: Junior Environmental Scientist	**$**_____	**596**	**$**_____
3004A	Labor Category: Senior Environmental Engineer	**$**_____	**768**	**$**_____
3004B	Labor Category: Mid-level Environmental Engineer	**$**_____	**384**	**$**_____
3004C	Labor Category: Junior Environmental Engineer	**$**_____	**384**	**$**_____
3005A	Labor Category: Mid-level Biologist	**$**_____	**637**	**$**_____
3005B	Labor Category: Junior Biologist	**$**_____	**637**	**$**_____
3006	Labor Category: GIS Analyst	**$**_____	**73**	**$**_____
3007	Labor Category: Senior Public Outreach Specialist	**$**_____	**50**	**$**_____
3008	Labor Category: Staff Assistant	**$**_____	**102**	**$**_____

	GRAND TOTAL B.3.4		**Not-to-Exceed Total Amount**	**$_____**

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

B.3.5 OPTION YEAR FOUR (12 MONTHS PERIOD)

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate *	Estimated Labor *H*ours	Total Amount
4001	Labor Category:_Project Managaer	**$_____**	**255**	**$_____**
4002A	Labor Category:_Senior Water Quality Modeler	**$_____**	**243**	**$_____**
4002B	Labor Category: Mid-level Water Quality Modeler	**$_____**	**365**	**$_____**
4003A	Labor Category: Senior Environmental Scientist	**$_____**	**1,193**	**$_____**
4003B	Labor Category: Mid-level Environmental Scientist	**$_____**	**596**	**$_____**
4003C	Labor Category: Junior Environmental Scientist	**$_____**	**596**	**$_____**
4004A	Labor Category: Senior Environmental Engineer	**$_____**	**768**	**$_____**
4004B	Labor Category: Mid-level Environmental Engineer	**$_____**	**384**	**$_____**
4004C	Labor Category: Junior Environmental Engineer	**$_____**	**384**	**$_____**
4005A	Labor Category: Mid-level Biologist	**$_____**	**637**	**$_____**
4005B	Labor Category: Junior Biologist	**$_____**	**637**	**$_____**
4006	Labor Category: GIS Analyst	**$_____**	**73**	**$_____**
4007	Labor Category: Senior Public Outreach Specialist	**$_____**	**50**	**$_____**
4008	Labor Category: Staff Assistant	**$_____**	**102**	**$_____**
	GRAND TOTAL B.3.4		**Not-to-Exceed Total Amount**	**$_____**

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

B.4 An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law. For Base Year 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.

A Subcontracting Plan form is available at http://ocp.dc.gov, click on "Required Solicitation Documents".

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

Natural Resources Administration within the Department of Energy and Environment (DOEE) of the District of Columbia seeks an environmental consultant to advise and assist DOEE in administering its water quality program. Consultant support is sought to assist with all aspects of DOEE's water quality programs, including water quality standards, water quality monitoring, total maximum daily load (TMDL) development, implementation planning, and meeting certain requirements of the District's Municipal Separate Storm Sewer System (MS4) Permit.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Title	Date
0001	NPDES Permit DC0000221	10/11/11
0002	Consolidated TMDL Implementation Plan	8/03/16
0003	Revised Monitoring Program	5/8/15
0004	Implementation Plan Monitoring Tool user manual	6/22/2017
0005	Implementation Plan Monitoring Tool training module	6/22/2017

C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

303(d) List- Under Section 303(d) of the Clean Water Act, states are required to develop, and update every two years, lists of waters—rivers, lakes, coastal waters and estuaries— that are impaired (or threatened) by one or more pollutants. Impaired/303(d)-listed waters are waters that do not meet Water Quality Standards even after point sources of pollution (e.g., municipal and industrial discharges) have installed required levels of pollution controls.

Adaptive Management – A management approach that involves monitoring the outcome of a project or issue and, on the basis of the monitoring, improving the way the project is managed.

Best Management Practice (BMP) – Structural or nonstructural practice that minimizes the impact of stormwater runoff on receiving waterbodies and other environmental resources, especially by reducing runoff volume and the pollutant loads carried in that runoff.

Consolidated TMDL Implementation Plan Modeling Tool (IPMT) – The geodatabase-driven interface used by DOEE to strategize and assess TMDL progress.

Designated Use – The federal Water Quality Standards Regulation requires states, territories and authorized tribes to specify goals and expectations for how each water body is used. Uses can include recreation and protection and propagation of fish, shellfish, and wildlife.

Interim Milestone –A series of implementation targets included in the District's Consolidated TMDL Implementation Plan, representing the amount of area (in acres) to be treated with stormwater management practices every 5 years, to make continual progress toward attaining MS4 Waste Load Allocations.

MS4 Permit – NPDES Permit DC0000221, issued to the District of Columbia by EPA, which authorizes existing or new stormwater discharges from the District of Columbia's Municipal Separate Storm Sewer System (MS4) to waters of the United States.

National Pollutant Discharge Elimination System (NPDES) – the national system for the issuance of permits under section 402 of the Clean Water Act and includes any State or interstate program which has been approved by the Administrator, in whole or in part, pursuant to section 402. NPDES program authorizes discharges from point sources to waters of the United States.

Streamwalk Assessment Program – a high-level stream assessment and inventory that will be conducted in the first year of the MS4 permit cycle. This will include DOEE walking all wadeable (i.e., first through fourth order tributaries, not mainstem reaches) stream reaches within the District to conduct a comprehensive, baseline analysis of the biogeochemical condition of these streams.

Total Maximum Daily Load (TMDL) – A TMDL is a calculation of the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards, and an allocation of that load among the various sources of that pollutant. Pollutant sources are characterized as either point sources that receive a wasteload allocation (WLA), or nonpoint sources that receive a load allocation (LA).

Use Attainability Analysis (UAA) - is a scientific assessment of the factors affecting the attainment of the Clean Water Act's designated uses. Factors for considering in an analysis include physical, chemical, biological, and economic use removal criteria in EPA's Water Quality Standards.

Waste Load Allocation (WLA) – Amount of pollutant from existing point sources (e.g., sewage treatment plant; industrial facility; stormwater) that a waterbody under a TMDL can receive.

Water Quality Standard - Water quality standards are provisions of state, territorial, authorized tribal or federal law approved by the Environmental Protection Agency that describe the desired condition of a waterbody or the level of protection or mandate how the desired condition will be expressed or established for such waters in the future.

C.4 BACKGROUND

The District of Columbia's Department of Energy and Environment (DOEE) Natural Resources Administration (NRA) is in search of environmental consulting support to assist in administering its water quality programs. DOEE's Water Quality Division (WQD) is responsible for setting the District's water quality standards, monitoring the condition of District water bodies to determine if those standards are being attained (as well as for other purposes), and for developing TMDLs for water bodies that fail to meet standards. WQD is also responsible for administering DOEE's stormwater management program to comply with the District's MS4 Permit, including TMDL implementation planning requirements. WQD is in need of a consultant that is experienced with all aspects of the Clean Water Act for support in addressing these responsibilities.

C.5 REQUIREMENTS

C.5.1 TMDL Implementation Planning

C.5.1.1 The contractor shall use and build upon DOEE's existing Consolidated TMDL Implementation Plan modeling tool (IPMT) with updates to the tool as requested by DOEE and as required to update the TMDL Implementation Plan.
Updates to the IPMT will include but not be limited to updating the tool's approach to:

1. Estimating runoff;
2. Estimating pollutant loads; and
3. Estimating pollutant load reductions, especially by updating the IPMT's BMP database, which may require verifying DOEE BMP data via desktop and/or field investigation.

C.5.1.2 The contractor shall provide the District with a copy of the updated IPMT, as well as a user manual and/or documentation of clear instructions of how to use the software.

C.5.1.3 The contractor shall supplement this manual and/or documentation with at least one (1) training session for DOEE staff that shall be using the software.

C.5.1.4 The contractor shall use the IPMT to calculate updated estimates of:

C.5.1.4.1 Baseline pollutant loadings; and

C.5.1.4.2 Pollutant load reductions achievable via various BMP implementation scenarios, particularly BMP implementation expected to occur due to future development and redevelopment activity.

C.5.1.5 The contractor shall use the updated model estimates to support updating elements of the Consolidated TMDL Implementation Plan, including but not limited to:

C.5.1.5.1 the schedule for WLA attainment; and

C.5.1.5.2 associated interim milestones.

C.5.2 Stormwater Management Database

C.5.2.1 The contractor shall support the District in updating its Quickbase Stormwater Management database.

C.5.2.2 The contractor shall provide updates to the Stormwater Management database that may include, but not be limited to updating, verifying, and/or validating existing stormwater BMP records, via desktop analysis and/or field inspection.

C.5.3 Monitoring and Assessment

C.5.3.1 The contractor shall develop an Integrated Monitoring Plan.

C.5.3.1.1 The Integrated Monitoring Plan will consolidate and coordinate Natural Resource Administration monitoring programs including, but not limited to:

1. WQD's mainstem water quality monitoring;
2. WQD's tributary monitoring;
3. MS4 outfall monitoring; and
4. MS4 "streamwalk" assessments.

C.5.3.1.2 The Integrated Monitoring Plan will incorporate Quality Assurance Project Plans (QAPPs) for each monitoring program addressed by the plan.

C.5.3.2 The contractor shall support DOEE to initiate the implementation of its MS4 "streamwalk" assessment program, including by providing staff to train DOEE's staff to conduct assessments in the field.

C.5.3.3 The contractor shall be required to support DOEE in implementing additional, targeted environmental monitoring efforts.

C.5.3.3.1 Targeted monitoring efforts may include, but not be limited to, studies to:

1. evaluate the effectiveness of structural or non-structural BMPs;
2. confirm if water bodies are meeting water quality standards for specific pollutants;
3. collect data for TMDL development;
4. determine groundwater aquifer properties and characteristics;
5. characterize natural groundwater flow conditions, and impacts from geological features and urban stresses;
6. determine groundwater/surface water interactions; or
7. address other purposes.

C.5.3.3.2 Activities to address tasks related to targeted monitoring efforts may include, but not be limited to:

1. developing Sampling Analysis Plans;
2. developing Quality Assurance Project Plans (QAPPs);
3. providing field staff to conduct sample collection;
4. obtaining and maintaining any necessary permits or authorizations to conduct any activity; and
5. providing for sample analysis by accredited and qualified laboratories.

C.5.3.3.3 For each targeted monitoring study conducted, the contractor shall submit for DOEE review and approval draft and final reports with supporting documents including field notes and logs, laboratory data sheets, Quality Assurance/Quality Control information, data quality issues, and appropriate maps, figures, and diagrams.

C.5.3.4 The contractor shall develop analytical and decision-support software and tools, including:

C.5.3.4.1 Software capable of automating designated use attainment determinations;

C.5.3.4.2 Trend analysis scripts for selected water quality criteria; and

C.5.3.4.3 A publicly accessible model or tool that can allow the public to make swim decisions.

C.5.3.5 For all monitoring activity conducted the contractor shall use US EPA-approved field and laboratory methods and guidance.

C.5.4 Water Quality Standards

C.5.4.1 The contractor shall conduct technical and policy analyses to support DOEE triennial review of District Water Quality Standards (WQS).

C.5.4.2 The contractor shall support this effort that will include:

C.5.4.2.1 Reevaluating the District's designated uses and their associated criteria;

C.5.4.2.2 Assisting DOEE in conducting Use Attainability Analyses (UAAs); and

C.5.4.2.3 Helping to determine impacts (both positive and negative) of revising WQSs.

C.5.4.3 The contractor shall also assist DOEE in performing data analysis to support preparing its list of impaired water bodies (303(d) list), including identifying new impairments and reevaluating previously identified impairments for continued inclusion.

C.5.5 TMDL Development

C.5.5.1 The contractor shall support DOEE efforts to establish new TMDLs or update and revise existing TMDLs.

C.5.5.2 The contractor shall support TMDL development that will include:

C.5.5.2.1 Identifying TMDLs in need of update or revision;

C.5.5.2.2 Developing and implementing sampling plans to collect data to support TMDL development;

C.5.5.2.3 Conducting watershed and water quality modeling and analysis to support TMDL development; and

C.5.5.2.4 Developing and drafting technical and policy analyses, reports and documentation associated with TMDL development.

C.5.6 MS4 Permit Support

C.5.6.1 The contractor shall support DOEE's efforts to develop reports and deliverables required by the District's MS4 permit, including but not limited to the MS4 Annual Report.

C.5.6.2 The contractor shall track and account for progress, via the IPMT, toward MS4 permit performance metrics and milestones.

C.5.6.3 The contractor shall in the event that implementation falls short of any MS4 permit performance metric or milestone, assist DOEE in developing adaptive management approaches to ensure compliance with the MS4 permit.

C.5.6.4 The contractor shall be required to perform data and policy analyses to support DOEE in administrative or legal challenge pertaining to the District's MS4 permit.

C.5.7 Groundwater Discharges

C.5.7.1 The contractor shall assist DOEE in developing and implementing policies and procedures to regulate groundwater discharges from construction and development projects to the MS4.

C.5.7.2 The contractor shall support the development of policies and procedures include:

C.5.7.2.1 Collating site-specific dewatering data (e.g., site location, type of dewatering, and water quality data) in the District into a geodatabase; and

C.5.7.2.2 Drafting, reviewing, and editing technical and policy analyses and technical guidance documents.

C.5.8 Analytical and Statistical Support

C.5.8.1 The contractor shall assist DOEE by including rigorous, statistically supported, defensible analyses for actions and guidance provided in sections C.5.1–C.5.5.

C.5.9 Project Coordination

C.5.9.1 The contractor shall submit monthly project status and budget updates.

C.5.9.2 The contractor shall meet with District staff to discuss project tasks and/or review project status, as necessary.

SECTION D: PACKAGING AND MARKING

N/A

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the 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 Section B of 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 perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

CLIN	Deliverable	Quantity	Format and Method of Delivery	Due Date
0001	Updated Consolidated TMDL Implementation Plan Modeling Tool (IPMT) (C.5.1.1 and C.5.1.2)	1	Software	Within 12 months of award
0002	Integrated Monitoring Plan (C.5.3.1)	1	Electronic	Within 12 months of award
0003	Water Quality Data Analytical and Decision Support software (C.5.3.4)	1	Electronic	Within 12 months of award
0004	Technical and Policy Analysis Memoranda,	Ongoing	Electronic	Ongoing

	Guidance Documents, and Reports (C.5.4.1, C.5.5.2.4, C.5.6.1, C.5.7.1)			
0005	Project status and budget updates (C.5.9.1)	12	Electronic	Monthly
0006	Meetings (C.5.9.2)	Upon request	In-person	Ongoing

F.3.1 All deliverables designated in Table F.3 will be considered "draft" upon submission to DOEE. DOEE staff will review and provide comments on draft submittals, which the Contractor shall use to revise, update, and finalize the deliverables.

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov

G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

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

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 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

G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

The Contractor will be paid when a proper invoice is submitted and accepted. The Contractor must use Section B.3 for the fixed hourly rate for work partially completed from the tasks under F.3 Deliverables.

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

a) The amount due on the deliveries warrants it; or

b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

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

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

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 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 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

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

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

G.6.3 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:

Name:	Marie Niestrath Office of Contracting and Procurement
Address:	1200 First Street NE Washington D.C. 20002
Telephone:	202-724-4051
E-mail address:	marie.niesrath@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 CONTRACT ADMINSTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract**.** The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.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 CA is:

Jonathan Champion
Chief, Planning and Reporting Branch
Water Quality Division
District Department of Energy and Environment
1200 First Street, NE, 5th Floor
Washington, DC 20002
Telephone: 202 535 1722
Fax: 202 535 1364
E-mail address: jonathan.champion@dc.gov

G.9.3 The CA 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.

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. 2015-4281, Revision 9, dated January 10, 2018, 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 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq*. (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq*.

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies

the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

H.5.1 For contracts for services in the amount of $300,000 or more, 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 (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

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

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14, Disputes**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 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.

H.7 AUDITS AND RECORDS

H.7.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.7.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

H.7.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

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

H.7.4 Comptroller General

H.7.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.7.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.7.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

H.7.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.7.1 through H.7.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

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

H.7.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.7.7, in all subcontracts under this contract that exceed the small purchase threshold of $100,000, and:

a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
b) For which cost or pricing data are required; or
c) That requires the subcontractor to furnish reports as discussed in H.7.5 of this clause.

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs 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 qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor that is certified by DSLBD 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.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

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 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

(1) The name and address of each subcontractor;
(2) A current certification number of the small or certified business enterprise;
(3) The scope of work to be performed by each subcontractor; and
(4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director

of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

(A) The price that the prime contractor will pay each subcontractor under the subcontract;
(B) A description of the goods procured or the services subcontracted for;
(C) The amount paid by the prime contractor under the subcontract; and
(D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3 If 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 provisions in **clause 8 of the SCP, Default.**

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by

the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

A. Definitions

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

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. "District" – The District of Columbia and its agencies.

B. Title to Project Deliverables

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

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

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

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

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed

operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a $1,000,000 personal and advertising injury limit, and a $2,000,000 products-completed operations aggregate limit.

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

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

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

   All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $1,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date

precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) $2,000,000 per occurrence and $2,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

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

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

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

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

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Name:	Marie Niestrath Office of Contracting and Procurement
Address:	1200 First Street NE Washington D.C. 20002
Telephone:	202-724-4051
E-mail address:	marie.niesrath@dc.gov

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

I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as 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 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against the District**: Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

(1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

(i) A description of the claim and the amount in dispute;
(ii) Data or other information in support of the claim;
(iii)A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
(iii)The Contractor's request for relief or other action by the CO.

(2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

(3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(4) The CO's written decision shall do the following:

(i) Provide a description of the claim or dispute;
(ii) Refer to the pertinent contract terms;
(iii) State the factual areas of agreement and disagreement;

(iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
(v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
(vi) Indicate that the written document is the CO's final decision; and
(vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

(i) Provide a description of the claim or dispute;
(ii) Refer to the pertinent contract terms;
(iii) State the factual areas of agreement and disagreement;
(iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
(v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(vi) Indicate that the written document is the CO's final decision; and
(vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination 2015-4281 Rev. 9, dated 1-20-2018
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on "Required Solicitation Documents"

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 SELECTION OF NEGOTIATION PROCESS

L.1.3 In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted electronically using the District's Ariba E-Sourcing system. To be considered, an offeror must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

L.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

L.2.4 The offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal."

L.2.5 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 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.2.6 Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7 The District will reject any offer that fails to include a subcontracting plan that is required by law.

L.2.8 Proposal Content

L.2.8.1 General Information

The Offeror shall provide the following information for the prime contractor and its subcontractors, if any:

1) Legal Name(s);
2) Address(es);
3) Role(s) of each firm (including all subcontractors);
4) Company profile(s), including:
   a) Age;
   b) History(ies); and
   c) Size;
5) Description of the Offeror's existing workload; and
6) A list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the contracting entity and the Offeror.

L.2.8.2 Past Performance and Relevant Experience

The Offeror's proposal shall describe the firm's experience with supporting state and municipal water quality programs, including TMDL implementation planning efforts, water quality monitoring and/or stream assessments, water quality standards, TMDL development, MS4 permit implementation, regulating groundwater discharges, data management, and data analysis.

Proposals shall include the following:

1) A list of projects completed by the Offeror, Offeror's staff and subcontractors for each of the following:
   a) TMDL implementation planning;
   b) Water quality monitoring and/or stream assessments;
   c) Water quality standards;
   d) TMDL development;
   e) MS4 permit implementation;
   f) Regulating groundwater discharges;
   g) Data management; and
   h) Data analysis.
2) References for each project listed above including name, title, phone number, email address, and mailing address for contacts. It is the Offeror's responsibility to confirm the information provided.
3) Past Performance Evaluation forms will be provided on the Ariba e-Sourcing site to submit with your proposal. The Offeror is to provide a minimum of three projects listed above.

L.2.8.3 Project Technical Approach and Methodology

The Offeror shall provide the following to demonstrate the Offeror's project technical approach and methodology to provide the required services. Offerors shall provide at a minimum the following:

1) A detailed Project Proposal that demonstrates the Offeror's understanding of the required services and describes the Offeror's approach to successfully provide the required services and each project deliverable as specified in C.5 and F.3;
2) A discussion of the Offeror's understanding and application of the Applicable Documents listed in C.2 with regard to providing the required services;
3) A description of:
   a) anticipated challenges and opportunities specific to the District;
   b) any past challenges with large-scale planning efforts, water quality standards related-efforts, or TMDL development projects; and
   c) how those challenges were overcome and how they informed future work;
4) A description of the Offeror's capability to adapt and adjust project schedules or bring additional resources to bear as necessary to meet project and regulatory deadlines; and
5) A description of the system to be used to manage the schedule, cost, quality assessment, and quality control for the project.

L.2.8.4 Project Consultant Team / Qualifications and Skills of Key Personnel

The Offeror shall provide the following to demonstrate the Offeror's technical expertise to provide the required services:

1) A list of key personnel to participate in the delivery of the required services described in C.5;
2) An organizational chart showing the project manager and key staff that will be committed to this project;
3) Offeror and Subcontractor (s), if applicable, current workload;
4) A description of the general experiences of your project manager and key staff addressing:
   a) How each individual's qualifications, skills, and experience relate to the required services;
   b) What individual will perform each aspect of the work; and
   c) Their capability to lead and/or interact with multi-disciplinary teams and committees; and
5) Ability to complete the required services in a compressed timeline should be addressed by listing the major projects the team is currently working on.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's

proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) 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 Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposal Submission

L.4.1.1 Proposals must be fully uploaded into the District's E-Sourcing system no later than the closing date and time. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.4.1.2 Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

L.4.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the District's E-Sourcing system before the closing time. **(YOU MAY USE MICROSOFT INTERNET EXPLORER VERSIONS 7, 8 OR 9 TO UPLOAD THE ATTACHMENTS).**

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the District's E-Sourcing system at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

The District's E-Sourcing system will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4.4 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.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective offeror should submit questions no later than Wednesday, July 18, 2018 at 2:00 PM EST prior to the closing date and time indicated for this solicitation. The District may not consider any questions received after Wednesday, July 18, 2018 at 2:00 PM EST. The District will furnish responses via the District's E-Sourcing system's messaging process. 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.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 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 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 visual and other presentation aids are neither necessary nor desired.

L.10 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.11 PROPOSAL COSTS

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

L.12 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:

Name:	Marie Niestrath
	Office of Contracting and Procurement
Address:	1200 First Street NE
	Washington D.C. 20002
Telephone:	202-724-4051
E-mail address:	marie.niesrath@dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. 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.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a 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 evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. 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.15.3 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.16 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.17 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 relevant documentation within five (5) days of the request by the District.

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

(a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

(b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;

(c) Has a satisfactory performance record;

(d) Has a satisfactory record of integrity and business ethics;

(e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

(f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;

(g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

(h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;

(i) Has not exhibited a pattern of overcharging the District;

(j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and

(k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11:00AM EST on Monday, July 9, 2018 at 1200 First St. NE, 5th Floor, Washington D.C. 20002. When you arrive at 1200 First St. NE building you will need to sign in at the lobby desk and then take the elevators to the 5th Floor. On the 5th Floor you will be required to sign in again. Someone will escort you to room 790, 5-10 min. before the pre-proposal conference time. 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. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, 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.19 KEY PERSONNEL

L.19.1 The District considers the following positions to be key personnel for this contract:

1) Project Manager
2) Senior Water Quality Modeler
3) Senior Environmental Scientist

L.19.2 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.

SECTION M - EVALUATION FACTORS

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:

Numeric Rating	Adjective	Description
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

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

M.3.1 TECHNICAL CRITERIA (80 Points Maximum)

Technical Evaluation Factors	Points
Factor A – Technical Capability and Approach	40
Factor B – Past Performance, Previous Experience, and District–relevant Experience	25
Factor C – Project Consultant Team / Qualifications and Skills of Key Personnel	15
Total	**80**

M.3.1.1 FACTOR A: Technical Capability and Approach (40 Points)

The Department desires that the Offeror have a complete and thorough understanding of the required services, applicable District and federal laws and the District's requirements as described in C.5. Offerors will be evaluated based on the degree the Offeror's demonstrated knowledge and understanding of the District's requirements as well as the Offeror's approach to deliver the required services described in C.5 in an efficient, professional manner.

M.3.1.2.1 The Offeror shall be evaluated on its understanding of the District's requirements, its understanding of the nature of the work to be performed as outlined in C.5 of the solicitation. (0-5 points)

M.3.1.2.2 The Offeror shall be evaluated on its demonstration of its current organizational structure, resources, history, legal structure, ownership, and affiliations with respect to meeting the requirements in Section C of the solicitation. (0-5 points)

M.3.1.2.3 The Offeror shall be evaluated on its demonstrated management approach in addressing the requirements in Section C. (0-5 points)

M.3.1.2.4 The Offeror shall be evaluated on its understanding of anticipated challenges and opportunities that are specific to the District, as well as prior experience encountering and overcoming challenges, particularly while conducting large-scale planning efforts, water-quality standards-related tasks, or TMDL development. (0-5 points)

M.3.1.2.5 The Offeror shall be evaluated on its demonstrated understanding of current approaches and techniques for watershed and TMDL implementation planning and technical knowledge as it relates to the proposed project. (0-5 points)

M.3.1.2.6 The Offeror shall be evaluated on its demonstrated understanding of current approaches and techniques for water quality monitoring and stream assessments and technical knowledge as it relates to the proposed project (0-5 points)

M.3.1.2.7 The Offeror shall be evaluated on its demonstrated understanding of issues relating to water quality standards, and current approaches and techniques for TMDL development, and technical knowledge as it relates to the proposed project. (0-5 points)

M.3.1.2.8 The Offeror shall be evaluated on its demonstrated understanding of current approaches and techniques for data management and data analysis and technical knowledge as it relates to the proposed project. (0-5 points)

M.3.1.2 FACTOR B: Past Performance, Previous Experience, and District-relevant Experience (25 points)

The Department desires to engage a Contractor with the experience necessary to successfully perform the required services. Offerors will be evaluated based on the Offeror's demonstrated experience and past performance supporting state and/or municipal water quality programs, including providing TMDL implementation planning services, water quality monitoring and/or stream assessments, water quality standards support, TMDL development services, MS4 permit implementation support, regulating groundwater discharges, data management, and data analysis similar in size and scope as those described in C.5.

M.3.1.1.1 The Offeror shall be evaluated on its demonstrated past performance on projects to support state and municipal water quality programs performed in the past five (5) years that are similar to this project, or elements of this project. (0-10 points)

M.3.1.1.2 Offeror's past performance with respect to projects to support state and municipal water quality programs and Offeror's past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the quantity and quality of Offeror's performance on projects of comparable size, highly technical nature, and complexity. The currency and relevance of the information, context of the data shall be considered. (0-10 points)

M.3.1.1.3 Offeror's familiarity and experience with projects relating to MS4 permit implementation, TMDL implementation planning, and TMDL development that are relevant to similar topics in the District of Columbia. (0-5 points)

M.3.1.3 FACTOR C: Project Consultant Team / Qualifications and Skills of Key Personnel (15 Points)

The Offeror shall be evaluated on the basis of its demonstrated qualifications, expertise, professional and/or educational background, and capacity of the key personnel that demonstrates knowledge of requirements outlined in Section C of the solicitation. The key personnel are identified in Section L.19 as Project Manager, Senior Water Quality Modeler, and Senior Environmental Scientist. The Offeror shall also be evaluated on describing a clear and logical organizational structure for project staff. (0-15 points)

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. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

Lowest price proposal
---------- x weight = Evaluated price score
Price of proposal being evaluated

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 and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.5.1 <u>Application of Preferences</u>

For evaluation purposes, the allowable preferences under the Act 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 DSLBD will receive the addition of three points on a 100-point scale added to the overall score.

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.

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.

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.

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.

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.

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.

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.

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

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

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 CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

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

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

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

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.