

2. Contract Number TBD	3. Solicitation Number DOC385856	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued 6/29/2018	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category
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7. Issued By Office of Contracting and Procurement 441 - 4th Street, N.W., Suite 700 South Washington, D.C. 20001	8. Address Offer to: Office of Contracting and Procurement 441 - 4th Street, N.W., Suite 700 South Washington, D.C. 20001
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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 |
 2:00 p.m. local time July 20, 2018
 (Hour) (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 Eleuterio Mangilit	(Area Code) 202	B. Telephone (Number) 442-7623	(Ext)	C. E-mail Address eleuterio.mangilit@dc.gov
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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 %
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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
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15B. Telephone (Area Code) (Number) (Ext)	<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G	17. Signature	18. Award Date
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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
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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 experienced and expert sediment remediation contractor to perform engineering consulting services to support investigation and remediation of Anacostia River sediments under the requirements of the Environmental Protection Agency’s (EPA) Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), more commonly known as “Superfund.”

B.2 Type of Contract

The District of Columbia contemplates award of a Multiyear Time and Materials Contract with a cost-reimbursement element in accordance with 27 DCMR 2401 and 2420, and with an annual not to exceed (NTE) amount of one third of the 36 months base period, and each NTE as stated for each option year.

The District has a current budget range for this project between \$2M_ and \$5M/year.

The contract has two distinct sections of requirements C.5.1 I: *Anacostia River Sediment Work* and C.5.2 II: *Remedial Efforts at Sites within the District*. Each section will use time and materials and cost-reimbursement.

B.2.1 Time and Materials at a fixed hourly labor rate. CLIN’s under 0001, 1001, and 2001 will be fully loaded which include: wages, benefits, overhead, meetings, profit, general, administrative expenses, and costs for managing subcontractors. The Contractor shall invoice the District for time expended on a given task as directed by the District. Labor hours shall be billed in increments of one half-hour. The fixed hourly labor rates shall exclude all the costs under the B.2.2 cost-reimbursement element.

B.2.2 Cost reimbursement for CLINs 0002 (A, B, and C), 1002 (A, B, and C), and 2002 (A, B, and C) shall include:

- a. Laboratory costs to be reimbursed upon submission of invoices from the laboratory with whom the Contractor has contracted with prior written approval from Contract Administrator (CA) as more fully detailed at Section G.9. All samples shall be tested at an EPA certified laboratory to meet the requirements of the Toxics Remediation Act and CERCLA and applicable industry standards, including specifically *ISO/IEC 17011: General Requirements for Accreditation Bodies*, and *ISO/IEC 17025: General Requirements for the Competence of Calibration and Testing Laboratories*. The samples for testing may consist of samples produced by the Contractor in general furtherance of the scope of work.
- b. Materials and equipment for field work, i.e., materials or equipment purchased or rented for the project under this contract, postage and shipping. Contractor shall provide supporting documentation upon submission of invoice.
- c. Direct subcontracting cost. Contractor shall submit Subcontracting cost on a direct cost basis, provide supporting documentation upon submission of invoices; such as third party reviewer approved by DOEE, see C.5.1.12.

- d. Transit cost. Contractor shall provide supporting documentation such as receipts for travel, hotel, vehicle, and food. All GSA rates and per diem apply for the entire duration of the contract.

B.3 PRICE SCHEDULE

B.3.1 BASE PERIOD (36 MONTHS)

B.3.1.1 Time and Materials Fixed Hourly Labor Rates

Contract Line Item No. (CLIN)	Labor Category	Fixed Hourly Labor Rates *	Estimated Labor Hours for 36 Months	Not to Exceed Amount, See §G.6.2
0001	Services per Section C of the contract, as directed by the District (Labor Hours) (refer to Attachment J.9 for description of Labor)	See sub-CLINs		\$ _____
001A	Administrative Assistant I	\$ _____	4,416	\$ _____
001B	Administrative Assistant II	\$ _____	4,482	\$ _____
001C	Technician I	\$ _____	5,169	\$ _____
001D	Technician II	\$ _____	4,716	\$ _____
001E	Scientist/Engineer I	\$ _____	4,881	\$ _____
001F	Scientist/Engineer II	\$ _____	4,950	\$ _____
001G	Scientist/Engineer III	\$ _____	4,674	\$ _____
001H	Scientist/Engineer IV	\$ _____	4,551	\$ _____
001I	Project Manager	\$ _____	6,000	\$ _____
001J	Senior Project Manager I	\$ _____	5,265	\$ _____
001K	Senior Project Manager II	\$ _____	5,265	\$ _____
001L	Principal I	\$ _____	1,365	\$ _____
001M	Principal II	\$ _____	1,185	\$ _____
001N	Subject Matter Expert I	\$ _____	1,275	\$ _____
001O	Subject Matter Expert II	\$ _____	1,041	\$ _____
001P	Subject Matter Expert III	\$ _____	1,017	\$ _____
Total			60,252	\$ _____

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

B.3.1.2 Cost Reimbursement Rates

CLIN	Cost Category	Not-to-Exceed Cost
0002A	Laboratory Testing (See Section B.2.2.a)	\$ _____
0002B	Materials (See Section B.2.2.b)	\$ _____
0002C	Direct Subcontracting (See Section B.2.2.c)	\$ _____
0002D	Transit (See Section B.2.2.d)	\$ _____

Grand Total for Time and Materials and Cost reimbursement Not-to-Exceed Base Period (36 months)	\$ _____
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B.3.2 OPTION YEAR ONE (12 MONTHS PERIOD)

B.3.2.1 Time and Materials Fixed Hourly Labor Rates

Contract Line Item No. (CLIN)	Labor Category	Fixed Hourly Labor Rates *	Estimated Labor Hours for 12 Months	Not-to-Exceed Amount
1001	Services per Section C of the contract, as directed by the District (Labor Hours) (refer to Attachment J.9 for description of Labor)	See sub-CLINs	\$ _____	\$ _____
1001A	Administrative Assistant I	\$ _____	1,472	\$ _____
1001B	Administrative Assistant II	\$ _____	1,494	\$ _____
1001C	Technician I	\$ _____	1,723	\$ _____
1001D	Technician II	\$ _____	1,572	\$ _____
1001E	Scientist/Engineer I	\$ _____	1627	\$ _____
1001F	Scientist/Engineer II	\$ _____	1,650	\$ _____
1001G	Scientist/Engineer III	\$ _____	1,558	\$ _____
1001H	Scientist/Engineer IV	\$ _____	1,517	\$ _____
1001I	Project Manager	\$ _____	2,000	\$ _____
1001J	Senior Project Manager I	\$ _____	1,755	\$ _____
1001K	Senior Project Manager II	\$ _____	1,555	\$ _____
1001L	Principal I	\$ _____	455	\$ _____
1001M	Principal II	\$ _____	395	\$ _____
1001N	Subject Matter Expert I	\$ _____	425	\$ _____
1001O	Subject Matter Expert II	\$ _____	347	\$ _____
1001P	Subject Matter Expert III	\$ _____	339	\$ _____
Total			19,884	

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

B.3.2.2 Cost Reimbursement Rates

CLIN	Cost Category	Not-to-Exceed Cost
1002A	Laboratory Testing (See Section B.2.2.a)	\$ _____
1002B	Materials (See Section B.2.2.b)	\$ _____
1002C	Direct Subcontracting (See Section B.2.2.c)	\$ _____
1002D	Transit (See Section B.2.2.d)	\$ _____

Grand Total for Time and Materials and Cost Reimbursement Not-to-Exceed Option Year One (OY1)	\$ _____
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B.3.3 OPTION YEAR TWO (12 MONTHS PERIOD)

B.3.3.1 Time and Materials Fixed Hourly Labor Rates

Contract Line Item No. (CLIN)	Labor Category	Fixed Hourly Labor Rates *	Estimated Labor Hours	Not-to-Exceed Amount
2001	Services per Section C of the contract, as directed by the District (Labor Hours) (refer to Attachment J.9 for description of Labor)	See sub-CLINs	\$ _____	\$ _____
2001A	Administrative Assistant I	\$ _____	1472	\$ _____
2001B	Administrative Assistant II	\$ _____	1494	\$ _____
2001C	Technician I	\$ _____	1723	\$ _____
2001D	Technician II	\$ _____	1572	\$ _____
2001E	Scientist/Engineer I	\$ _____	1627	\$ _____
2001F	Scientist/Engineer II	\$ _____	1650	\$ _____
2001G	Scientist/Engineer III	\$ _____	1558	\$ _____
2001H	Scientist/Engineer IV	\$ _____	1517	\$ _____
2001I	Project Manager	\$ _____	2000	\$ _____
2001J	Senior Project Manager I	\$ _____	1755	\$ _____
2001K	Senior Project Manager II	\$ _____	1555	\$ _____
2001L	Principal I	\$ _____	455	\$ _____
2001M	Principal II	\$ _____	395	\$ _____
2001N	Subject Matter Expert I	\$ _____	425	\$ _____
2001O	Subject Matter Expert II	\$ _____	347	\$ _____
2001P	Subject Matter Expert III	\$ _____	339	\$ _____
Total			19884	

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

B.3.3.2 Cost Reimbursement Rates

CLIN	Cost Category	Not-to-Exceed Cost
2002A	Laboratory Testing (See Section B.2.2.a)	\$ _____
2002B	Materials (See Section B.2.2.b)	\$ _____
2002C	Direct Subcontracting (See Section B.2.2.c)	\$ _____
2002D	Transit (See Section B.2.2.d)	\$ _____

Grand Total for Time and Materials and Cost reimbursement Not-to-Exceed Option Year Two (OY2)	\$ _____
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- B.4** An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.
- B.5** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

SECTION C: SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE:**

The District of Columbia (District) Department of Energy and Environment (DOEE), under CERCLA is seeking a Contractor to provide support for DOEE’s several programs related to site remediation, environmental investigations, and environmental consulting. Accordingly, this statement of work is broken down into two main sections, I. Anacostia River sediment work and II. Work at other sites within the District.

I Anacostia River Sediment Work (See C.5.1): (1) continue the ongoing work of identifying sources of sediment contamination in the Anacostia River, to evaluate the nature and extent of contamination in the sediments in the tidal portion of the Anacostia River, and develop and evaluate potential remedial actions to eliminate unacceptable risk to human health and the environment; (2) Build upon previously completed work to achieve a Record of Decision (ROD) for the Anacostia River Sediment Project (ARSP) in accordance with applicable deadlines; and

II Remedial Efforts at other sites within the District (See C.5.2): to implement other remedial actions not specifically designates as Anacostia River Sediment Work, i.e., work for other sites located within the District. The Contractor shall provide required technical support, field oversight and technical review of documents prepared by other consultants for other adjacent District environmental sediment and land-based sites. The final objective is to establish consistent goals for other sites within the District to be compatible with ARSP clean-up goals to ensure that these sites are in full compliance with federal and DOEE regulations.

C.2 APPLICABLE DOCUMENTS

The Contractor shall comply with the most recent versions of and any future revisions to all applicable federal and District laws, Court Orders, regulations, and policies in the fulfillment of the required services. The following documents and any subsequent revisions are relevant to this procurement and are incorporated by this reference.

Item	Document Type (links provided are for information purposes only)	Title	Date
1	http://DOEE.dc.gov/sites/default/files/dc/sites/DOEE/publication/attachments/2008-09-18_vcp_action_plan_0.pdf	Cleanup/Corrective Action Plan	Most Recent
2	http://www.epa.gov/superfund/policy/cercla.htm	Comprehensive Environmental Response Compensation and Liability Act (CERCLA)	Most Recent
3	https://code.dccouncil.us/dc/council/code/titles/8/chapters/6A/	Brownfield Revitalization Amendment Act of	Most Recent

		2000, D.C. Law 13-312, D.C. Official Code § 8-631 <i>et seq.</i> (Supp. 2002)	
4	https://code.dccouncil.us/dc/council/code/sections/8-104.31.html	Anacostia River Toxics Remediation Act of 2014	Most Recent
5	https://doee.dc.gov/anacostiasediment	Administrative Records file	March 30, 2018
6	https://doee.dc.gov/anacostiasediment	Draft Remedial Investigation Report, ARSP, March 30, 2018	Most Recent
7	http://app.ocp.dc.gov/RUI/information/award/search.asp	Current Contract CW32705	4/06/2015

C.3 DEFINITIONS

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

ARSP - ANACOSTIA RIVER SEDIMENT PROJECT - In response to the degradation of the Anacostia River caused by decades of industrial and urban activities, DOEE initiated a remedial investigation of the river, began a feasibility study and supported a natural resources damage assessment.

AR - Administrative Records - A compilation of documents supporting an administrative action; under Superfund, administrative actions include selecting a Record of Decision (ROD) for a cleanup.

BEST PRACTICES - a procedure that has been shown by research and experience to produce optimal results and that is established or proposed as a standard suitable for widespread adoption

CERCLA – Comprehensive Environmental Response Compensation and Liability Act - A Federal law passed in 1980 and modified in 1986 by the Superfund Amendments and Reauthorization Act. The Acts, which can be found at 42 U.S. Code Section 9601, *et seq.*, authorizes the President to respond to releases or threatened releases of hazardous substances. The President’s response and enforcement authorities have been delegated to the Secretary of the Interior with respect to the bed of the Anacostia River within the District of Columbia. The Secretary has re-delegated those authorities to the National Park Service.

DOEE – Department of Energy and Environment - DOEE is the leading District authority on energy and environmental issues affecting the District of Columbia. Using a combination of regulations, outreach, education and incentives, the agency administers programs and services to fulfill its mission. DOEE works collaboratively with other government agencies, residents, businesses, and institutions to promote environmentally responsible behavior that will lead to a more sustainable urban environment.

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EPA – Environmental Protection Agency - The EPA is an agency of the federal government whose mission is to protect human and environmental health. The EPA is responsible for creating standards and laws that promote the health of individuals and the environment.

EMERGENCY RESPONSE – action taken in response to an unexpected and dangerous occurrence in an attempt to mitigate its impact on people or the environment. Response time will be nothing less than 24 hours.

ENVIRONMENTAL CONSULTING – works on a contractual basis for private and public sector clients, addressing environmental issues such as water pollution, air quality, and soil contamination.

ENVIRONMENTAL INVESTIGATIONS - refers to the process of assessing the environmental conditions at a Property. For example, an Environmental Investigation may include one or more of the following: an Environmental Questionnaire, Records Search with Risk Assessment, Transaction Screen Analysis, Phase I Environmental Site Assessment (Phase I ESA) or Phase II Environmental Site Assessment (Phase II ESA).

ENVIRONMENTAL REMEDIATION - deals with the removal of pollution or contaminants from environmental media such as soil, groundwater, sediment or surface water. This would mean that once requested by the government or a land remediation authority, immediate action should be taken as failure to do so could impact negatively on human health and the environment.

FS - Feasibility Study-A study intended to: (1) evaluate alternative remedial actions based on nine regulatory specified criteria; (2) recommend a preferred remedial action; and (3) prepare a conceptual design, a cost estimate for budgetary purposes, and a preliminary construction schedule.

Final RI Report – The report that has gone through a written public comments review process with comments addressed and incorporated to generate a Final RI Report for public administrative records.

Final FS Report - The report that has gone through a written public comments review process with comments addressed and incorporated to generate a Final FS Report for public administrative records.

GIS – Geographical Information Systems – A geographic information system (GIS) is a system designed to capture, store, manipulate, analyze, manage, and present all types of spatial and geographical data.

GPS – Global Positioning System – The Global Positioning System (GPS) is a space-based navigation system that provides location and time information in all weather conditions, anywhere on or near the Earth where there is an unobstructed line of sight to four or more GPS satellites.

LSPC/EFDC – Loading Simulation Program C++/Environmental Fluids Dynamics Code - LSPC is the Loading Simulation Program in C++, a watershed modeling system that includes streamlined

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Hydrologic Simulation Program FORTRAN (HSPF) algorithms for simulating hydrology, sediment, and general water quality. EFDC is a receiving water model to simulate stream flow and pollutant loads from the Anacostia Watershed and provide boundary conditions for the receiving water model for the Anacostia.

LUST – Leaking Underground Storage Tank – An underground tank that is leaking or spilling hazardous fluids into the soil or groundwater. In 1986 Congress established the Leaking Underground Storage Tank (LUST) Trust Fund to oversee cleanups by responsible parties and enforce cleanups by recalcitrant parties.

NCP – National Contingency Plan – The National Oil and Hazardous Substances Pollution Contingency Plan, more commonly called the National Contingency Plan or NCP, is the federal government's blueprint for responding to both oil spills and hazardous substance releases.

NPL – National Priorities List - The National Priorities List (NPL) is the list of hazardous waste sites in the United States eligible for long-term remedial action (cleanup) financed under the federal Superfund program. The NPL is intended primarily to guide EPA in determining which sites warrant further investigation or remedial action.

NRDA - Natural Resource Damage Assessment – The Natural Resource Damage Assessment (NRDA) is the legal process that federal agencies, e.g., NOAA, together with the states and Indian tribes, use to evaluate the impacts of oil spills, hazardous waste sites, and ship groundings on natural resources both along the nation's coast and throughout its interior.

PRP – Potentially Responsible Party - Potentially Responsible Parties are individuals, companies, or any other parties that are potentially liable for payment of Superfund cleanup costs. The EPA/States attempts to identify PRPs early to achieve a PRP-lead cleanup rather than having the EPA/State perform a Superfund (Fund-lead) cleanup.

Proposed Plan - A plan that identifies the preferred alternative for a site cleanup that is available to the public for their review and comments.

RCRA – Resource Conservation and Recovery Act - Proper waste management is an essential part of society's public and environmental health. The Resource Conservation and Recovery Act (RCRA) created the framework for America's hazardous and non-hazardous waste management programs. Materials regulated by RCRA are known as "solid wastes."

RA – Remedial Action/Activities - means actions required under Environmental Statutes to clean up or to contain or otherwise ameliorate or remedy any Environmental Condition identified as Baseline Contamination for which the Authority requires of the responsible party further remediation or investigation, including but not limited to actions related to preventing a release or threatened release and performing studies, investigations, assessments and monitoring.

RI – Remedial Investigation- An in-depth study designed to gather data needed to determine the nature and extent of contamination at a Superfund site, assess risks to human health and the environment, establish site cleanup criteria, identify preliminary alternatives for remedial action,

and support technical and cost analyses of alternatives. The remedial investigation is usually conducted concurrently with the feasibility study. Together they are referred to as the “RI/FS.”

ROD - RECORD OF DECISION - A public document that explains the remediation plan for the clean-up of a Superfund site.

TAM/WASP – Tidal Anacostia Model / Water Quality Analysis Simulation Program - TAM/WASP Toxics Screening Level Model simulates the loading, fate, and transport of toxic chemical contaminants in the tidal portion of the Anacostia River, and can predict the changes over time of concentrations of these contaminants in both the river’s water and in the surficial bed sediment.

UST – Underground Storage Tank - Underground storage tank (UST) means any one or combination of tanks including connected underground pipes that is used to contain regulated substances, and the volume of which including the volume of underground pipes is 10 percent or more beneath the surface of the ground.

VCP – Voluntary Cleanup Program - The Voluntary Cleanup Program is administered by the D.C. Environmental Health Administration (EHA) under a statute enacted in 2001, the Brownfield Revitalization Amendment Act of 2000. Although there are various definitions of *brownfield*, the EPA web site defines it as “real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.”

C.4 BACKGROUND

The DOEE is the leading authority on energy and environmental issues affecting the District. Using a combination of regulations, outreach, education and incentives, DOEE administers programs and services to fulfill its mission. DOEE works collaboratively with other government agencies, residents, businesses and institutions to promote environmentally responsible behavior that will lead to a more sustainable urban environment.

This scope of work has two comprehensive but distinct Categories divided by sections:

Section I (C.5.1) covers all governing tasks associated with the ARSP. The approximately nine-mile study area for the ARSP consists of the tidal portions of the Anacostia River between the confluence of the Northwest and Northeast branches at Bladensburg, Maryland, and confluence with the Potomac River in Washington, D.C. The study area also includes the Washington Channel and Kingman Lake, two water bodies hydraulically connected to the tidal Anacostia River. This SOW provides the framework for Anacostia River remedial activities. All work shall be performed according to appropriate best practices, CERCLA and its implementing regulations, EPA guidelines and the parameters of the Anacostia River Toxics Remediation Act of 2014, under which (DOEE is required to publish by December 31, 2019, a Record of Decision (ROD), which is the technical term for the document communicating to the public the selected remedy for sediment contamination in the Anacostia River. Refer to Requirements Section C.5.1 for specific defined tasks.

Section II (C.5.2) covers other tasks including supporting DOEE’s regulatory oversight function at various environmental cleanup sites and performing other tasks to support the DOEE’s mission. In section II, for other sites within the District, work areas include Kenilworth Park Landfill, Poplar Point, and other areas that may require remedial study or activity. Refer to Requirements Section C.5.2 for specific defined tasks.

C.5 REQUIREMENTS

The scope of work requirements is distinctly divided into two sections. *I: Anacostia River Sediment Work (C.5.1)*: First major task is to further continue on-going studies pertaining to ARSP project to achieve completion of record of decision (ROD) for selecting a remedy for Anacostia River cleanup. *II Remedial Efforts at other sites within the District (C.5.2)*: Second task to perform remedial investigations, field oversight and technical review of documents and associated activities for other adjacent environmental land-based and sediment based environmental sites in the district. The specifics for these two requirements are described below in sections C.5.1 and C.5.2 below. The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the Ceiling

C.5.1 *I: Anacostia River Sediment Work*

C.5.1.1 Complete remaining revisions to Remedial Investigation (RI) report, Ecological Risk Assessment, Human Health Risk Assessment, and Feasibility Study (FS) for the ARSP.

The Contractor shall complete remaining revisions to the above-referenced reports. As of the time of this RFP, DOEE intends for these reports to be finalized prior to the implementation of the associated contract; however, in the event the current project schedule is modified, remaining revisions require Contractor completion. The Contractor shall complete any remaining revisions to the above-referenced reports.

C.5.1.1.1 The Contractor shall work on two draft revisions if required, provide responses to comments before the report is revised/updated and submit the Final RI Report.

C.5.1.1.2 The Contractor shall work on two draft revisions if required, provide responses to comments before the report is revised/updated and submit the Final FS Report.

C.5.1.2 Complete the ARSP Surface Model Report, Tributary Study Report, and Groundwater Modeling Report

The Contractor shall assume custodianship and develop operational fluency of the Loading Simulation Program C++/Environmental Fluids Dynamics Code (HFDC/EFDC) surface water model which simulates surface water sediment-borne contaminant loading from the Anacostia River watershed to the tidal Anacostia River study area.

C.5.1.2.1 The Contractor shall complete remaining revisions as needed to the Surface Model Report and submit the final report.

C.5.1.2.2 The Contractor shall complete remaining revisions as needed to the Tributary Study Report and submit the final report

C.5.1.2.3 The Contractor shall also complete, as necessary, groundwater flow and transport modeling for the calculation of contaminant groundwater-borne mass flux to the tidal river and submit the final report.

C.5.1.2.4 The Contractor shall complete responses to public comments and the above-listed reports as required. While the current project schedule anticipates these reports to largely be complete by the time of contract award, the Contractor shall complete any needed revisions and issue the final reports. In the event DOEE determines that additional surface water, tributary or groundwater modeling is needed to facilitate a greater understanding of the riverine environment, the Contractor shall complete such modeling activities.

C.5.1.3 Share and Forensics Analysis

The Contractor shall: assess, through the development of multiple lines of evidence, the specific contaminants in river sediment that can be attributed to a defined source(s). Central to the study will be a comprehensive hydrocarbon/chlorinated hydrocarbon forensic chemical analysis (HFCA). For the purposes of this contract, hydrocarbon/chlorinated hydrocarbon chemicals include alkylated polycyclic aromatic hydrocarbons (PAHs), petroleum biomarker compounds, polychlorinated dibenzo-p-dioxins and dibenzofurans (PCDDs and PCDFs), and polychlorinated biphenyls (PCBs). The Contractor shall document results of the analysis in a Share Assessment Report which will support DOEE's Office of General Council (OGC) objectives for addressing the cleanup responsibilities of the various potential environmental cleanup sites (PECSes) and other potential sources that may have contributed to hydrocarbon/chlorinated hydrocarbon contamination to surface and subsurface sediment and biological resources in the tidal river.

C.5.1.3.1 Prepare and submit Draft Share and forensics analysis report.

C.5.1.3.2 Address draft comments and generate revisions to the report before completing a final version. Submit the Final Share and Forensics Analysis report.

C.5.1.4 Develop Proposed Plan

The Contractor shall, based on the completed FS, support DOEE's selection of a preferred remedial alternative for the ARSP study area and draft the Proposed Plan which documents the preferred remedial alternative for review and comment by stakeholder groups and the general public.

C.5.1.4.1 The Contractor shall prepare and submit the Proposed Plan for review and comments. The Draft Proposed Plan will be subject to review and approval by DOEE. DOEE may also solicit comments from other regional and federal agencies or from other ARSP work groups. In addition, DOEE may make the draft reports available for public review and comment.

C.5.1.4.2 The Contractor shall collect, collate, and develop written responses to the comments received and shall provide support, as needed, to DOEE's efforts to inform the public regarding any selected remedial alternative.

- C.5.1.4.3** The Contractor shall revise the Proposed Plan as appropriate to address comments from DOEE and other parties. Two sets of revisions as required shall be generated before a final version is produced. Additionally, the Contractor shall complete and submit the final Proposed Plan to DOEE.

C.5.1.5 Develop Record of Decision (ROD)

The Contractor shall document the selected remedy in a ROD. The ROD shall provide a description of the remedy, discuss any associated contingencies, and document the public comments and DOEE’s responses to the Proposed Plan.

- C.5.1.5.1** The Contractor shall prepare and submit the draft ROD to DOEE for DOEE review and comments. DOEE may also solicit comments from other regional and federal agencies or from other ARSP work groups.
- C.5.1.5.2** The Contractor shall collect, collate, and develop written responses to the comments received and shall provide support, as needed, to DOEE’s efforts to inform the public regarding any selected remedial alternative.
- C.5.1.5.3** The Contractor shall revise the ROD as appropriate to address comments from DOEE and other parties. Two revisions of document as required shall be generated before a final ROD is produced. Additionally, the Contractor shall complete and submit the final ROD to DOEE.

C.5.1.6 Pre-Design Study, Pilot Study to support Remedy Design

The Contractor shall initiate work on the remedy design for the ARSP study area. Based on a review of the database amassed for the ARSP RI/FS, the Contractor shall assess the need for and execute any pre-design investigations, and pilot study to determine the efficacy of the selected remedial option necessary to support detailed remedy design activities.

- C.5.1.6.1** The Contractor shall develop the general approach for implementing the remedial strategy as determined by DOEE. This shall include preparing a Pre-design study work plan for DOEE approval.
- C.5.1.6.2** The Contractor shall perform work defined in the work plan and document pre-design study data, test results and findings. The Contractor shall develop the Pre-design Study report based on test results for submittal to DOEE.
- C.5.1.6.3** The Contractor shall develop the Pilot study work plan for selecting the remedy for contaminated sediments as determined by DOEE.
- C.5.1.6.4** The Contractor shall perform work defined in the work plan and document pilot study test data, results and findings. The Contractor shall develop the Pilot Study report based on test results for submittal to DOEE.

C.5.1.7 Continue monitoring and sampling support and /or activities for tributaries and/or stormwater outfalls and/or combined sewer outfalls associated with the Anacostia watershed.

DOEE will provide the contractor direction as to when the Contractor shall support the tributary sampling activities currently performed by DOEE and the United States Geological Survey (USGS). Such support is anticipated to include the Contractor providing expert technical review of sampling activities, coordination and/or subcontracting with analytical laboratories, and management of sample transportation and chain of custody procedures, and may also include field support for the collection of samples.

C.5.1.7.1 The Contractor shall develop sampling plans to further investigate stormwater outfalls and/or combined sewer outfalls along the Anacostia River and/or its tributaries.

C.5.1.7.2 The Contractor shall collect samples in accordance with the approved sampling plan and provide DOEE with draft report(s) of results. The Contractor shall respond to all the comments and generate a final report for submittal to DOEE.

C.5.1.8 In partnership with USGS, continue monitoring and sampling support for low flow and storm flows for gauged and ungauged USGS tributaries associated with the Anacostia watershed.

The Contractor shall continue monitoring USGS gauging stations and conduct flow measurements and sampling of suspended sediments during the storm flows and low flows to improve the District's understanding of contaminant loads from tributaries.

C.5.1.8.1 The Contractor shall amend existing sampling plans to further investigate tributaries during low flows and storm flows at the Anacostia River and/or its tributaries.

C.5.1.8.2 The Contractor shall provide a written report for the low flows and storm flow sampling and monitoring activities.

C.5.1.9 In partnership with Fish & Wild Life Service (FWS), University of Maryland Baltimore County (UMBC) and University of Maryland, College Park (UMCP), continue monitoring of passive samplers in water, sediment and air to measure freely dissolved concentrations and porewater and air deposition/volatilization. In addition, deploy freshwater mussels in the Anacostia River and tributaries to evaluate bioaccumulation of contaminants.

C.5.1.9.1 Contractor shall continue passive sampler and mussel studies for the Anacostia River and its tributaries based on the 2016-18 studies, see C.2 Applicable Documents Item 5. Using passive samplers, freely dissolved concentrations in the water column and sediment porewater will be measured to enhance understanding of contaminant contribution from each of the identified input streams to the Anacostia River during base flow. Passive sampler for air deposition/volatilization in the Anacostia River and its tributaries will continue for another one year of monitoring. Fresh water mussels shall also be deployed in the Anacostia River and its tributaries to enhance further understanding of bioaccumulation of contaminants to evaluate ecological risks.

C.5.1.9.2 The Contractor shall amend the existing work plan to update the planned studies for passive samplers and mussels for field implementation.

C.5.1.9.3 The Contractor shall perform data analysis from study results and report its findings in a written report for passive sampler and mussel studies for DOEE review and comments. DOEE comments will be considered and used by the Contractor to generate a final report.

C.5.1.10 Community Outreach Support

The Contractor shall assist in any DOEE-led or supported public meetings to discuss the ARSP, generate fact sheets and conduct surveys if required. Additionally, the Contractor shall assist with other community outreach support and public meetings, such as at the Leadership Council for a Cleaner Anacostia River, meetings on remedial options, or potential revisions to the Community Involvement Plan.

C.5.1.11 Natural Resource Damage Assessment activities

The Contractor shall consider the study area of the Anacostia River to be evaluated under the Natural Resource Damage Assessment (NRDA) process to determine whether contaminant releases caused injury to natural resources or loss of use of those resources (see 43 C.F.R. pt. 11). Much of the data collected under the ARSP Remedial Investigation (RI) will be useable in an NRDA. However, the Contractor may be required to generate or provide additional data that were outside the scope of the RI.

C.5.1.11.1 The Contractor shall provide an approach for identifying data gaps and collecting additional data or information that are required to document injury to the natural resources in the tidal Anacostia River and adjacent environs, including wetlands and floodplains. The Contractor shall pay particular attention to documenting potential lost human use of the Anacostia River for recreation (including but not limited to boating, swimming, nature appreciation, and catch-and-release fishing) and harvest of edible organisms (shellfish, fish, and turtles).

At the direction of DOEE, the Contractor's NRDA support activities are anticipated to include the following general sub-tasks:

C.5.1.11.1.1 *Sub-Task 1: Information Review*

The Contractor shall review all available reports and data pertaining to past or current conditions in the tidal Anacostia River can be found under C.2 Applicable Documents Item 5. that are considered relevant to the NRDA, including but not limited to the following:

- Studies in upstream waters and adjacent water bodies that may serve as reference or baseline areas for the NRDA;
- All data from the current DOEE sediment RI;
- All other investigations conducted by potentially responsible parties on the tidal Anacostia River (sediment, surface water, groundwater, biota, and human health);

- All biological surveys conducted by Natural Resource Trustees or other federal, state, or local agencies;
- Data collected by non-governmental entities, such as the Audubon Christmas Bird Count and other site-specific natural history surveys;
- Unpublished field data collected by universities; and
- Reports and data generated by U.S. EPA and U.S. Geological Survey on the status of surface water, ground water, and estuaries.

C.5.1.11.1.1.1 The Contractor shall include natural resources as, but are not limited to, surface water, groundwater, wetlands, sediments, benthic invertebrates, finfish, shellfish, amphibians, reptiles, birds, and mammals that have social, recreational, or economic value to various public user groups.

C.5.1.11.1.1.2 The Contractor shall review and evaluate the utility of all available data to document baseline conditions and evaluate potential injuries resulting from releases on or near the tidal Anacostia River.

C.5.1.11.1.1.3 The Contractor shall identify data gaps remaining after a thorough effort to obtain existing information.

C.5.1.11.1.1.4 The Contractor shall recommend methods of obtaining existing data that are not in hand.

C.5.1.11.1.2 *Sub-Task 2: Collect Data to Fill Data Gaps—*

The Contractor shall prepare a plan to obtain data required to fill the data gaps identified in Sub-Task 1, including data necessary to conduct a lost-use assessment and riparian and floodplain wetland assessment. Methods of data collection may include:

- (1) Coordinating with other entities to modify ongoing studies to incorporate needs of the NRDA;
- (2) Preparing and implementing directed sampling; or
- (3) Conducting in-depth research on existing data on historical conditions.

C.5.1.11.1.2.1 The Contractor shall conduct a lost-use assessment focused on recreational and consumption uses, including a timeline of fish consumption advisories on the tidal Anacostia River. Information on demographic profiles in communities around the tidal Anacostia River that may have bearing on environmental justice issues shall be incorporated into the lost-use assessment.

C.5.1.11.1.2.2 The Contractor shall also conduct an evaluation of riparian and floodplain wetlands along the Anacostia River and evaluate if habitat loss or degradation has resulted from documented releases. Also, the Contractor may be required to conduct endangered and threatened species surveys in

the study area. The data gap plan shall be submitted to DOEE and distributed to selected stakeholders who may have access to some of the data required to fill gaps. Once DOEE has determined that all available existing data have been obtained, the Contractor may be directed to begin collecting new data.

C.5.1.11.1.3 *Sub-Task 3: Prepare Streamlined Pre-Assessment Screen –*

The Contractor, using the data collected and organized during Sub-Task 2, shall prepare a streamlined pre-assessment screen to document injury that has resulted from contaminant releases, and to describe known and potential exposure pathways.

C.5.1.11.1.3.1 The Contractor shall first establish the baseline condition, which is a critical path for the pre-assessment screen. Conceptual site models and field data collected during the RI shall support the pre-assessment screen.

C.5.1.12 External Third-Party Peer Review of Technical Reports

C.5.1.12.1 The Contractor shall identify and gather independent external third-party subject-matter experts who are credible in the field of sediment investigation and remediation to provide objective evaluation of the work product to provide their input to DOEE to govern decision-making. External Third-Party Peer reviewers must be independent, and scientifically and technically proficient experts in the field to critically review and provide written input of such technical reports to DOEE. The subject matter technical expert's background, qualifications and experience will be reviewed by DOEE for final selection and approval prior to initiating peer review of technical reports.

C.5.1.13 ARSP Additional or Necessary Assistance

The Contractor shall perform any additional work or technical assistance that may be required during a transition period that DOEE determines necessary in order to meet the ROD statutory deadline of December 31, 2019 or subsequent pre-remedial design or implementation tasks.

C.5.1.14 Other Reimbursable Services

C.5.1.14.1 The Contractor shall engage as a subcontractor an EPA certified Laboratory for performing all chemical analysis requirements of the contract for each assigned task. The subcontractor must possess such EPA required credentials, certification and equipment necessary to perform analytical work. Refer to section entitled Laboratory Testing (See Section B.2.1 (a).

C.5.1.14.2 The Contractor shall submit all associated material costs with supporting documentation for reimbursement. Refer to Section B.2.1 (b).

C.5.1.14.3 The Contractor shall submit supporting documentation related to telecommunications, travel, supplies and equipment for field work, postage and shipping for reimbursement to the extent not already covered in general and administrative overhead costs. Refer to Section B.2.1(c).

- C.5.1.14.4** The Contractor shall submit Other Direct Costs and Subcontractors' costs, other than laboratory costs, for reimbursement. Refer to Section B.2.1 (d).

C.5.2 *II. Remedial Efforts at other sites Within the District*

C.5.2.1 **Kenilworth Park Landfill**

The Contractor shall assist DOEE in the oversight of assessment and cleanup activities at the Kenilworth Landfill. The Contractor's anticipated activities shall include review and comment on technical reports provided by the National Park Service, field studies, and/or report writing.

- C.5.2.1.1** The Contractor shall perform remedial actions at the site on behalf of DOEE. If warranted, remedial actions at the site could include the placement of a 24-inch thick, low-permeability soil cap. Another remedial action could include installation of a permeable reactive barrier to intercept contaminated groundwater, filling low areas to eliminate surface water ponding to reduce the amount of precipitation infiltrating the subsurface to landfill waste materials, and, overall, making the site more useful for recreational activities. If warranted, further remedial action could include the shallow excavation of soil around a former Community Center. Finally, institutional controls, such as administrative or legal measures, could be required to prevent potential risks related to exposure of certain contaminants.

C.5.2.2 **Poplar Point**

As directed by DOEE, the Contractor shall continue activities related to Phase I of the RI in accordance with previously completed work plans, field sampling plans, quality assurance project plans, and health and safety plans.

- C.5.2.2.1** The Contractor shall anticipate such work to include field sampling of surficial and subsurface soil, groundwater, surface water, sediment, and/or porewater, data validation, reporting, and management of subcontractors as associated activities.
- C.5.2.2.2** The Contractor shall complete a Phase I Preliminary Site Characterization Summary (PSCS) once the Phase I RI has been completed. The Phase I Preliminary Site Characterization Summary (PSCS) shall include a data gap analysis.
- C.5.2.2.3** The Contractor shall also perform preliminary human and ecological risk assessments prior to Phase II. These risk assessments shall be submitted separately from the PSCS.
- C.5.2.2.4** The Contractor shall develop and implement a work plan for Phase II of the RI. After Phase II of the RI the Contractor shall submit a second PSCS prior to the RI report or additional phases of work.
- C.5.2.2.5** The Contractor may be requested to continue with a third phase of field investigations or begin the remedial investigation and feasibility study activities to address unacceptable risks due to CERCLA releases. In future years, the DOEE may also direct the Contractor to complete activities required for the Proposed Plan and ROD and/or begin remedy design.

C.5.2.3 Pepco Benning Road, Washington Gas East Station, and CSX Benning Yard Sites

The contractor shall assist DOEE in the oversight of assessment and cleanup activities at the Pepco Benning Road, Washington Gas East Station, and CSX Benning Yard Sites.

- C.5.2.3.1** The contractor shall anticipate activities that include review and comment on technical reports provided by the parties listed above and attendance of meetings. Oversight of field work performed on these sites by their owners (or associated contractors) may also be required by the selected contractor.

C.5.2.4 Washington Navy Yard

The Contractor shall provide independent evaluation(s) of risks posed by contaminant releases at the Washington Navy Yard (WNY).

- C.5.2.4.1** The Contractor shall provide typical activities that will include the review and comment on PCB fingerprinting analysis reports, risk assessments, investigation reports, and other technical memoranda.

- C.5.2.4.2** The Contractor shall provide expertise to evaluate in performing environmental and human health risk assessments, including but not limited to the underlying toxicological principles, toxicity factors, background analysis, incorporation of bioavailability information, risk management support, and a thorough understanding of past, current and future EPA and Department of Navy policies and regulations as they relate to all phases of environmental and human health risk assessment.

- C.5.2.4.3** The Contractor shall evaluate the remediation process currently being undertaken by the Department of the Navy at the Washington Navy Yard.

C.5.2.5 Work on Additional Remedial Sites and Studies

As requested by DOEE, the Contractor shall perform additional work or studies, such as remedial activities, oversight of remedial activities, or study of previous remedial activities at other sites within the Anacostia watershed. Results from other Anacostia River sediment work (see Section C.5.1.I. above) may reveal additional sites along the river that require DOEE's attention.

C.5.2.6 Inorganics Background Study

The Contractor shall complete and implement a DOEE-approved work plan to perform sampling and analysis of soil, groundwater, and surface water samples with the objective of determining natural and anthropically-affected background concentrations for inorganic constituents in these media.

C.5.2.7 Work on Site Characterization/Environmental Investigations

As requested by DOEE, the contractor shall conduct Phase I and Phase II site characterization/environmental investigation activities in accordance with applicable laws

and regulations, performing field work, including sample collection, screening validation and evaluation, logging wells, and borings, surveying and collection of field data.

C.5.2.8 Vapor Mitigation Systems

The Contractor shall install vapor mitigation systems, as required, in selected District neighborhoods and perform environmental activities/environmental investigation in accordance with applicable laws and regulations.

C.5.2.9 Emergency Response Activities

The Contractor shall support the DOEE with the emergency response to incidents or accidents involving hazardous materials in the District.

C.5.2.9.1 The Contractor shall provide short-notice, on-site support as directed) and assist DOEE in mitigating risk to human health and the environment, returning impacted infrastructure to use, and managing waste.

C.5.2.9.2 The Contractor may also be required to assist the DOEE in completion of emergency planning activities, such as the preparation and/or update of continuity of operations planning documents, provision of staff and materiel for the management of large public events, or personnel training.

C.5.2.10 Other Sites Additional or Necessary Assistance

As requested by the District, the Contractor shall perform additional or necessary assistance to the District regarding environmental, geotechnical, engineering, transportation, planning, programmatic support, permitting, community outreach, disaster mitigation, transition, or disaster recovery activities.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies, or 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 base period of 36 months 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 two (2) 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/Method of Delivery	Due Date
<u>Category I. Anacostia River Sediment Work (C.5.1)</u>				
0001	Final of ARSP RI Report (C.5.1.1.1)	1	Written report / CDs	7 months from award date
0002	Final of the ARSP FS Report (C.5.1.1.2)	1	Written report / CDs	8 months from award date
0003	Final of ARSP Surface Model Report (C.5.1.2.1)	1	Written Report / CDs	9 months from award date
0004	Final of ARSP Tributary Study Report (C.5.1.2.2)	1	Written Report / CDs	9 months from award date
0005	Final of ARSP Groundwater Modeling Report (C.5.1.2.3)	1	Written Report / CDs	9 months from award date
0006	If needed, provide response	1	Written Report /	11 months from

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	to comments and additional surface water modeling and final reporting (C.5.1.2.4)		CDs	award date
0007	ARSP Draft Share and Forensics Report (C.5.1.3.1)	1	Written Report / CDs	9 months from award date
0008	ARSP Final Share and Forensics Report (C.5.1.3.2)	1	Written Report / CDs	12 months from the award date
0009	ARSP Draft Proposed Plan (C.5.1.4.1)	1	Written report / CDs	10 months from the award date
0010	ARSP Proposed Plan response to comments (C.5.1.4.2)	1	Written report / CDs	12 months from the award date
0011	ARSP Final Proposed Plan (C.5.1.4.3)	1	Written report / CDs	14 months from the award date
0012	Develop Draft ARSP Record of Decision (C.5.1.1)	1	Written report / CDs	12 months from the award date
0013	Develop ARSP Record of Decision response to comments (C.5.1.2)	1	Written report / CDs	18 months from the award date
0014	Develop Final ARSP Record of Decision (C.5.1.3)	1	Written report / CDs	20 months from the award date
0015	Pre-Design Study final work plan (C.5.1.6.1)	1	Written work plan/ CDs	6 months from the award date
0016	Pre-Design Study final Report (C.5.1.6.2)	1	Written report / CDs	20 months from the award date
0017	Pilot Study final work plan (C.5.1.6.3)	1	Written work plan/ CDs	6 months from the award date
0018	Pilot Study final Report (C.5.1.6.4)	1	Written report / CDs	20 months from the award date
0019	Storm water Sampling final work plan (C.5.1.7.1)	1	Written report / CDs	4 months from the award date
0020	Storm water Sampling and final Report (C.5.1.7.2)	1	Written report / CDs	18 months from the award date
0021	Tributary Low flow and storm flow sampling final work plan (C.5.1.8.1)	1	Written report / CDs	4 months from the award date
0022	Tributary Low flow and storm flow sampling final report (C.5.1.8.2)	1	Written report / CDs	22 months from the award date
0023	Passive Sampler and Mussel studies final work plan (C.5.1.9.2)	1	Written report / CDs	4 months from the award date
0024	Passive Sampler and Mussel studies final report (C.5.1.9.3)	1	Written report / CDs	22 months from the award date
0025	Community Outreach Support (C.5.1.10) when required	1	In person and public notices	Ongoing until contract ends

0026	Natural Resource Damage Activities Support (C.5.1.11) when required	1	Written report / CDs	Ongoing until contract ends
0027	External Third-Party Peer Review of final Technical Reports (C.5.1.12)	1	Written report / CDs	Ongoing until contract ends
0028	ARSP Additional or Necessary Assistance (C.5.1.13) when required	1	Written report / CDs	Ongoing until contract ends
Category II. Remedial Efforts at other sites within the District (C.5.2)				
0029	Kenilworth Landfill Technical Support (C.5.2.1)	1	Written report / CDs	Ongoing until contract ends
0030	Poplar Point Sampling and final Reporting (C.5.2.2.1)	1	Written report / CDs	12/01/21
0031	Complete Poplar Point Phase I Preliminary Site Characterization Summary (PSCS) (C.5.2.2.2)	1	Written report / CDs	12/01/21
0032	Prepare and submit Preliminary human health and ecological risk assessment reports(C.5.2.2.3)	1	Written report / CDs	12/01/21
0033	Develop Poplar Point Phase II Work Plan/Field final Sampling Plan/Quality Assurance Project Plan (C.5.2.2.4)	1	Written report / CDs	12/01/21
0034	Poplar Point RI Support (C.5.2.2.5)	1	Written report / CDs	12/01/21
0035	Pepco, Washington Gas and CSX Study Technical Support (C.5.2.3)	1	Written report / CDs	12/01/21
0036	Washington Navy Yard Technical Support (C.5.2.4)	1	Written report / CDs	12/01/21
0037	Technical support on Additional Remedial Sites/Studies (C.5.2.5)	1	Written report / CDs	12/01/21
0038	Inorganic Background Study final Report (C.5.2.6)	1	Written report / CDs	12/01/21
0039	Site Characterization/ Environmental Investigations when required (C.5.2.7)	1	Written report / CDs	12/01/21
0040	Vapor Mitigation Systems Support (C.5.2.8)	1	Written report / CDs	12/01/21
0041	Emergency Response Activities Support (C.5.2.9)	1	Written report / CDs	12/01/21

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0042	Other Sites Additional or Necessary Assistance (C.5.2.10)	1	Written report / CDs	12/01/21
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F.3.1 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. The Contractor shall make the best efforts to accomplish the assigned work in a cost-effective, more efficient and feasible manner for all the deliverables for the entire duration of the contract. The District will pay the Contract price in accordance with District regulations. The Contractor shall furnish an invoice on a monthly basis on the CLIN's performed for each assigned deliverables defined in section F.3 for time and materials and cost reimbursement. The same rule applies for the Base period, Option Year One, and Option Year Two.
- 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

The Contractor shall submit proper invoices on a monthly basis throughout the life of the contract or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted using E-Invoicing, <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.2.3.1** The Contractor shall submit monthly hourly labor rates from Section B.3 for work done and completed following the Deliverables Table under Section F.3. Invoice submittals will have a complete breakdown of the task showing: labor categories, labor hours, and their total fixed labor rates. The Contractor must submit time sheets for labor hours. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B.3 by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses, profit, and costs for managing subcontractors. For example, the invoice submitted for Category C.5.1 I: Anacostia River Sediment Work, task C.5.1.4.3 ARSP Final Proposed Plan, expended labor hours, categories of labor for the month and other reimbursable items for the task should be clearly laid out for District processing and approval for payment. For Category, C.5.2.II Remedial Efforts at other District sites, task C.5.2.6 Background Inorganic Study Final Report, expended labor hours, categories of labor for the month and other reimbursable items for the task should be clearly laid out for District processing and approval for payment. The Contractor will be responsible to make sure the Not-to-Exceed amount for cost-reimbursement Section B.3 is not exceeded. Contractor can go to Section G.11 for guidelines for hourly rate ceiling.

G.2.3.2 The Contractor shall submit monthly cost-reimbursements following guidelines from B.2.2 and not exceed the limits from Section B.3 Price Schedule. Invoices for cost reimbursable must attach an original invoice. In example for cost reimbursement for laboratory services, a prime contractor must submit the original invoice from the laboratory company. The laboratory invoice must have detail breakdown of analytical cost for each task. For services from a subcontractor, a prime contractor must submit a signed invoice from the subcontractor. The subcontractor invoice must have a detailed breakdown of cost incurred for each task. For purchases or rentals on equipment and materials, a prime contractor must submit an original invoice with receipts. Section G.12 provides guidelines for the cost reimbursement ceiling.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

The District will make partial payments as outlined in the agreed upon Payment Schedule (B.3) approved by the CO. The District will approve payment to the Contractor upon completion and acceptance in writing by the Contracting Officer or Contract Administrator of each invoice. Each invoice should follow the guidelines provided under Sections G.4, G.2, G.11, and G.12. Each invoice shall clearly delineate the CLIN from the F.3 Deliverables table and show which CLIN or sub-CLIN from Section B.3, as applicable, the total time expended for the billing period, the total cost incurred for the materials CLINs, and the monthly management fee.

G.4.1 RESERVED

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.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

G.6.1.1.1 The date on which payment is due under the terms of the contract;

G.6.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.6.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.6.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.6.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

G.6.1.2.1 3rd day after the required payment date for meat or a meat food product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Ceiling for grand total for time and materials and cost-reimbursement not-to-exceed amount for Base and Option Periods.

G.6.2.1 The Ceiling Amount for the Grand Total for Time and Materials and Cost reimbursement Not-to-Exceed Amount for the Base Period and Option Periods (“Ceiling”) is set forth in Section B. The Not-to-Exceed amounts for each CLIN are for administrative purposes. The CO will consider the Not-to-Exceed amounts for each CLIN to determine whether to increase the Ceiling amount of the Contract.

- G.6.2.2** The amount for performing this contract shall not exceed the Ceiling.
- G.6.2.3** The Contractor must notify the CO, in writing, whenever it has reason to believe that the grand total amount for the performance of this contract will be either greater or substantially less than the grand total ceiling for the Base Period and Option Periods.
- G.6.2.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total Ceiling to perform this contract.
- G.6.2.6** The District is not obligated to reimburse the Contractor for amounts incurred in excess of the Ceiling and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the Ceiling until the CO notifies the Contractor, in writing, that the Ceiling has been increased and provides a revised Ceiling.
- G.6.2.7** No notice, communication, or representation in any form from any person other than the CO shall change the Ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the Ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.6.2.8** If any Ceiling is increased, any costs the Contractor incurs before the increase that are in excess of the previous Ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.6.2.9** A change order shall not be considered an authorization to exceed the Ceiling, unless the change order specifically increases the Ceiling.
- G.6.2.11** 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 the contract:
 - G.6.2.11.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
 - G.6.2.11.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.12** 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 at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

- G.6.2.12.1** 3rd day after the required payment date for meat or a meat product;
 - G.6.2.12.2** 5th day after the required payment date for an agricultural commodity; or
 - G.6.2.12.3** 15th day after any other required payment date.
- G.6.2.13** 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.6.2.14** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.2.15 Subcontract requirements.** 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 Niesrath 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 ADMINISTRATOR (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:

Richard Jackson
Deputy Director
District Department of Environment
1200 First Street, NE, 5th Floor, Washington Dc 20002
(202) 654-6017
Richard.jackson2@dc.gov

G.9.3 The CA shall NOT have the authority to:

- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- b. Grant deviations from or waive any of the terms and conditions of the contract;
- c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d. Authorize the expenditure of funds by the Contractor;
- e. Change the period of performance; or
- f. Authorize the use of District property, except as specified under the contract.

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

G.10 ORDERING CLAUSE

- G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.
- G.10.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.10.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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 CA for any proposed substitution of key personnel which includes Project Manager. The job description for these key personnel is presented in section H.6.1 below.

H.6.1 POSITION DESCRIPTION

Project Manager: Environmental Scientist with sediment investigation and remediation experience and manages tasks or subtasks on a project level. Responsible for providing technical direction and executing required tasks while mentoring junior staff. Generates high quality deliverables and develops project schedules. A minimum of bachelor's degree required with more than 10 years of experience in the environmental industry. Professional Engineering certification preferred. Must possess strong leadership, oral and written communication skills, team-building and stakeholder management skills.

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 three (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-re-determinable 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** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture 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. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture 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.

H.11 DISTRICT RESPONSIBILITIES

H.11.1 DOEE will provide the following to the contractor throughout this engagement:

1. Access to the ARSP Administrative Records to all the documents in DOEE’s possession;
2. Relevant database related to site data, laboratory reports for the all the ARSP collected samples, Modeling files and program; and

3. Space for meetings with DOEE and other relevant parties will be provided either at DOEE or other District facilities depending on the size of the meetings.

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

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 \$2,000,000 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. 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. 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.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR’S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. 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. Evidence of insurance shall be submitted to:

Name: Marie Niesrath
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

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

I.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 CONTINUITY OF SERVICES

I.11.1 The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District’s option, may continue to provide these services. To that end, the Contractor agrees to:

I.11.1.1 Furnish phase-out, phase-in (transition) training; and

I.11.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; and

I.11.2 The Contractor shall, upon the Contracting Officer’s written notice:

I.11.2.1 Furnish phase-in, phase-out services for up to 90 days after the contract expires; and

I.11.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer’s approval.

I.11.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the contract are maintained at the required level of proficiency.

I.11.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by the contract. The Contractor also shall disclose necessary personnel records and allow the successor to

conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

- I.11.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under the contract.

I.12 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
 - (iv) 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.13 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes in its place:

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;

- (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
- (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.14 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (b) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information,

disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
 - (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
 - (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
 - (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
 - (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.15 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”
J.9	Labor Categories

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 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

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 TECHNICAL PROPOSAL GUIDELINES: Proposals shall clearly be labeled in the format described below:

L.2.8.1 Offerors shall submit technical proposals to address sections C, F, L, and M of this RFP, including reference to these sections to support evaluation of the proposals. Label as “Technical Proposal.” The technical proposal shall, at a minimum, clearly convey the following.

L.2.8.1 Technical Approach and Understanding of the Requirement (no more than 15 pages, charts not included)

L.2.8.1.1 The proposal shall contain a detailed technical approach which is clear, concise, comprehensive, and explains the offeror’s understanding of the requirements outlined in the scope. Responses should draw upon past experience, industry standards, and best practices in the project approach. The Contractor shall demonstrate thorough understanding of the goals of the project, the functional and technical requirements, the constraints and the issues that will shape the end product.

Information that should be supplied:

- The functional and technical requirements
- Broader goals to achieve consensus (federal, state, county interactions, stakeholders, public image, sustainable development, sensitivities)
- Significant issues, challenges and constraints
- Define and assess risk management elements that may affect the project
- Contamination Source Assessment, Source tracking, identifying sources, and identifying potential responsible parties
- Achieving completion of Record of Decision
- Achieve Swimmable, fishable goals including recreational boating in the Anacostia River

L.2.8.1.2 The offeror will not be able to work on a similar environmental project bordering Anacostia River in DC while working on Anacostia River Sediment Project. If an offeror would like to participate with this solicitation they must submit as part of the technical approach evidence that there will not be a conflict of interest.

L.2.8.2 Offeror’s Team/Personnel Experience including subcontractors (no more than 10 pages, charts not included)

L.2.8.2.1 The proposal shall contain a staffing plan detailing the resource allocation to fulfill the requirements described in the scope which identifies all key personnel broken down by task, per Section L.19 of this solicitation; a draft project chart reflecting the proposed teams activities in addressing the requirements outlined in the scope and any potential data to be collected and analyzed, phases, activities, and tasks necessary to achieve the milestones. Present quality of personnel proposed for the contract. The Contractor will demonstrate to efficiently execute, attract and retain technical talent to support this project. Provide a transition plan to support continuation of work for assumption

of all contractor requirements prior to the end of the incumbents period of performance The Offeror will need to identify all the subcontractors, analytical laboratory selected for this task.

L.2.8.2.2 Offerors shall further provide a description of each team member’s capabilities and experience in providing similar services to other organizations or government entities in the applicable solicitation labor category the offeror’s team member falls under.

L.2.8.2.3 Offerors shall provide resumes with remedial investigations and remediation experience at other sediment remediation sites, including certifications, professional engineering license in Maryland, Virginia and District of Columbia, state professional geologist license, and doctoral degree PhD and credentials for all team members, which will not count against the page limit for Section L.2.8.2.

L.2.8.3 Offeror’s Project Experience and Past Performance (no more than 10 pages, charts not included)

L.2.8.3.1 The proposal shall contain relevant case studies demonstrating the Offeror’s previous experience and past performance in advising clients in connection with CERCLA and other large-scale superfund cleanups, with an emphasis on contaminated sediment study and remediation. As part of each case study offerors should address the extent, nature, and success of both (a) the cooperative processes, and (b) activities involving litigation.

L.2.8.3.2 The Offeror shall provide a minimum of three (3) previous contracts for which the Offeror provided identical or similar work within the last five (5) years. For each contract please provide the following information: Name of Company/Organization; Title of Project; Contract Number; Dollar Amount; Period of Performance, Contact Person’s Name, Title, Telephone Number and Email Address. For each project listed the Offeror shall provide detailed information that describes the projects and highlight similarities between it and the scope of this solicitation.

L.2.8.3.3 The Offeror shall also provide a minimum of three (3) Past Performance Evaluation Forms. The Past Performance Evaluation Forms must be from the contracts mentioned under L.2.8.3.2.

L.2.8.4 PRICE PROPOSAL GUIDELINES

L.2.8.4.1 The price proposal shall at a minimum include:

- a) Completed/signed copy of the solicitation cover page. Amendments to the solicitation should be acknowledged in accordance with section L.13 of this solicitation.
- b) Completed Detailed Price Schedule in Excel format for all period of performances for all service areas the offeror is proposing (Section B.3);
- c) Offeror’s are required to submit a copy of their price proposal description in PDF, MS Word, or Excel format. The price proposal description will provide understanding on the estimated hours for time and materials and cost-reimbursement.

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 6, 7, 8, 9, 10, or 11, Mozilla Firefox (esr 17 or esr 24), Safari (4 or 5), Mobile Safari (6 or 7), or Google Chrome 26 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 **Monday, July 16, 2018 at 2:00 PM EST**. The District may not consider any questions received after **Monday, July 16, 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 shall 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 Nistrath
Office of Contracting and Procurement
Address: 1200 First Street NE
Washington D.C. 20002
Telephone: 202-724-4051
E-mail address: marie.nistrath@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 2:00 PM EST on Monday, July 9, 2018 at 1200 First Street 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 509, 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 position(s) to be key personnel for this contract: Project Manager. Refer to Section H.6.1 for Position descriptions of key personnel requirements.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be subjective following the evaluation criteria’s below. An award will be made 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:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	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)

Description: These factors consider the offeror’s technical approach and Understanding of the Requirements, and Team/Key Personnel and Project Experience and Past Performance used in performing services similar to the required services as described in Section C, Requirements.

Technical Evaluation Factors	Points
Factor A – Technical Approach and Understanding of the Requirements (L.2.8.1)	40
Factor B – Team/ Key personnel experience (L.2.8.2)	25
Factor C – Project Experience and Past Experience (L.2.8.3)	15
Total	80

The District shall evaluate proposals on the basis of the factors and subfactors below, based on the extent to which the proposal contains a detailed response to each factor and subfactor that is clear, concise, comprehensive and complete.

M.3.1.1 FACTOR A – Technical Approach and Understanding of the Requirements- L.2.8.1(40 Maximum Points)

This evaluation factor evaluates the Offeror’s proposed technical approach, understanding of approach to, and ability to meet the solicitation requirements. The District will assess the Offeror’s Technical Proposal with respect to compliance and the risk with the Offeror’s approach.

M.3.1.1.1 The proposal will be evaluated on a detailed technical approach which will need to be clear, concise, comprehensive, and explains how the Offeror understands the requirements under Section C.5 and Section L.2.8.1. Responses should draw on past experience, industry standards, and best practices. The Contractor shall demonstrate thorough understanding of the goals of the project, the functional and technical requirements, the constraints and the issues that will shape the end product. (35 points)

M.3.1.1.2 The proposal will be evaluated on how the Offeror will explain on how they will report any conflict of interest described under Section L.2.8.1.2. (5 points)

M.3.1.2 FACTOR B –Offeror’s Team/Key Personnel Experience including subcontractors- L.2.8.2 (25 points)

M.3.1.2.1 The proposal will be evaluated on the proposed staffing plan based on thorough understanding of the requirements. The staffing plan must cover all Key Personnel mentioned under Section C.5 and H.6 and Section L.2.8.2 with specific professional experts required, and provide a draft project chart that will include data to be collected and analyzed, phases, activities, and tasks necessary to achieve the deliverables. District will evaluate the quality of personnel proposed. The staffing plan will be evaluated to see if the Offeror provided an understanding of the labor categories to perform various task elements/products. The plan will also be evaluated for how the Contractor will efficiently execute, attract and retain technical talent. The District will also evaluate the effectiveness of the transition plan for assumption of all contractor requirements prior to the end of the incumbents period of performance.(15 points)

M.3.1.2.2 The proposal will be evaluated on the description for each team/key personnel’s capabilities, resumes, including certifications, professional engineering, professional geologist’s license, doctoral degree PhD. Years of experience and other credentials for all team members, which will not count against the page limit from Section L.2.8.2. The Offeror will need to identify all the subcontractors and the analytical laboratory selected for this task.
(10 points)

M.3.1.3 FACTOR C – Offeror’s Project Experience and Past Performance - L.2.8.3 (15 points)

M.3.1.3.1 The proposal will be evaluated on the number of relevant case studies demonstrating large-scale sediment and superfund cleanups. The Offeror should show the large scale, complexity of the case study, innovation of methodology, technical capabilities, and successful reduction of human health and ecological risk. Refer to Section L.2.8.3 (8 points)

M.3.1.3.2 The proposal will be evaluated on the quality and success of past or current contracts provided that is identical or similar work from the past five (5) years, refer to L.2.8.3.2. The past or current contracts will show the complexity and overall price demonstrating the offeror has in depth experience with projects of relatively equal cost. The offeror shall use the form provided on the Ariba e-Sourcing site titled Past Performance Evaluation Form under Section L.2.8.3.3. (7 points)

M.3.2 PRICE CRITERION (20 Points Maximum)

The price evaluation will be objective. The total price will be all Grand Totals for Time and Materials and Cost Reimbursement Ceilings for the Base Period and Option Periods. The Offeror with the lowest total 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:

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

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all option years as well as the base period. 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 Application of Preferences

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.