

SOLICITATION, OFFER, AND AWARD				1. Caption Mt. Pleasant Library Facility Upgrades		Page of Pages 1 46				
2. Contract Number		3. Solicitation Number DCPL-2025-B-0026		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued February 26, 2025		6. Type of Market		
								<input type="checkbox"/> Open		
								<input checked="" type="checkbox"/> Set Aside		
								<input type="checkbox"/> Open with Sub-Contracting		
								<input type="checkbox"/> Set Aside		
7. Issued By: District of Columbia Public Library Office of Procurement 901 G Street, NW – 4 th Floor Washington, DC 20001				8. Address Offer to: procurementdcpl@dc.gov						
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"										
SOLICITATION										
9. Offers must be received by DCPL Procurement email address, procurementdcpl@dc.gov , prior to the event closing date and time.										
CAUTION: Late Submissions, Modifications and Withdrawals: See 19 DCMR Sections 4315 & 4317 as applicable. All offers are subject to all terms & conditions contained in this solicitation.										
10. For Information Contact 		A. Name Janet C. Concepcion, CPPB		B. Telephone		C. E-mail Address Janet.concepcion@dc.gov				
				(Area Code) 202	(Number) 519-3261					
OFFER										
11. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number		Date	
12A. Name and Address of Offeror							13A. Name and Title of Person Authorized to Sign Offer/Contract			
							13B. Email			
12B. Telephone			12C. Check if the remittance address is different from above - Refer to Section G			14. Signature		15. Offer Date		
(Area Code)	(Number)	(Ext)								<input type="checkbox"/>
AWARD (TO BE COMPLETED BY GOVERNMENT)										
16. Accepted as to Items Numbered				17. Amount			18. Accounting and Appropriation			
19. Name of Contracting Officer (Type or Print)					21. Signature of Contracting Officer (District of Columbia)				22. Award Date	
Government of the District of Columbia					District of Columbia Public Library					

SECTION A: HISTORY AND BACKGROUND

The award-winning District of Columbia Public Library (“DCPL”) system is comprised of 25 neighborhood locations and the flagship Martin Luther King Jr. Central Library. Years ago, DCPL began its transformation to ensure that District residents would have access to 21st century state-of-the-art libraries that reflected the neighborhoods in which they exist and that offered flexible, open and inviting spaces.

The Mount Pleasant Library, located at 3160 16th St. NW, Washington, DC 20010 is a Carnegie building that was dedicated in 1925. It was most recently renovated in 2012 and holds the distinction of being the third oldest operating library in the District of Columbia. The Mount Pleasant Library is currently closed from February 10, 2025 through early June, 2025 as some exterior work will be occurring. This work includes replacement of the entry door system replacement, vestibule ceiling work, partial roof replacement and replacement of the rooftop HVAC system. The majority of the work requested in this solicitation is interior work.

SECTION B: PRICE - SUPPLIES AND/OR SERVICES

- B.1** The District of Columbia Public Library (DCPL) is seeking the service of a general contractor to provide all management, labor, supervision, materials, parts, equipment, tools, debris removal and insurance to provide a variety of aesthetic upgrades to Mt. Pleasant Neighborhood Library.
- B.2** The District contemplates award of a fixed price contract in accordance with 19 DCMR Section 4324.
- B.3 PRICE SCHEDULE**

Total price for each line item shall be fully loaded, accounting for all costs associated with the requirement listed in this solicitation.

CLIN	ITEM DESCRIPTION		TOTAL PRICE
0001	Replace existing carpet		\$
0002	Replace cork flooring with carpeting		\$
0003	Paint 1 st floor (main level)		\$
0004	Paint 2 nd floor (upper level/children’s area)		\$
0005	Repair of façade near main entrance		\$
GRAND TOTAL (CLIN 0001 to 0005)			\$
OPTIONAL WORK: Vendor <u>must</u> provide lump-sum price and duration of work for each CLIN below which DCPL might add during the duration of the contract. Pricing for Optional Work will not be included in the evaluation of Total Bid.			
0006	Repair of Acoustical Panels	_____weeks	\$
0007	Restoration of Historic Steps	_____weeks	\$
0008	Replacement of Pigeon Netting	_____weeks	\$
0009	Repair of Door Panel (Large Meeting Room, main floor)	_____weeks	\$
0010	Refinishing of wood floors (main entrance) stairs and stair rails	_____weeks	\$
0011	Refinishing of wood stairs	_____weeks	\$
0012	Refinishing of wood stair rails	_____weeks	\$

- B.4** A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan (Attachment J.12) 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.9.1.
- B.6 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY**

This IFB is designated only for certified small business enterprise (SBE) bidders 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.

Only Bidders certified by DSLBD as an SBE on the date and time for bid submission are eligible. In addition, Bidders shall submit with their bid a copy of its Certification Letter issued by DSLBD.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The District of Columbia Public Library (DCPL) is seeking the services of a general contractor to provide all management, labor, supervision, materials, parts, equipment, tools, debris removal and insurance to provide a variety of aesthetic upgrades to Mt. Pleasant Neighborhood Library.

The Mount Pleasant Library is currently closed from February 10, 2025 through early June, 2025 for some exterior work to include replacement of the entry door system, vestibule ceiling work, partial roof replacement and replacement of the rooftop HVAC system. The majority of the work required in this solicitation is interior work.

C.2 SCOPE OF WORK

The Contractor shall provide the following services and complete the work by **June 5, 2025**.

- 1) Replacement of existing carpet per **Attachment J.1**.

The carpet shall be installed in the areas noted in the attachment. The carpet shall be installed underneath the existing stacks and not cut around them. If the Contractor opts to remove all books from the shelves to perform the work, it is expected that books will be re-shelved in Dewey Decimal order by the Contractor. **No substitutes are allowed.**

- 2) Replacement of cork flooring with carpet per **Attachment J.1**.

The carpet shall be installed in the areas as noted in the attachment. The cork flooring shall be removed and discarded. The carpet shall be installed underneath the existing stacks and not cut around them. If the Contractor opts to remove all books from the shelves to perform the work, it is expected that books will be re-shelved in Dewey Decimal order by the Contractor. **No substitutes are allowed.**

- 3) Painting on the first and second floor. Paint colors and areas to be painted are noted in **Attachment J.2**.

No substitutes are allowed.

- 4) Repair of facade at main entrance – Refer to **Attachment J.3**.

- 5) Optional work - Refer to **Attachment J.4**.

The bidder shall provide pricing and work duration for the following optional work. **Prices for optional work will not be included in evaluation of total bid.** Optional

work shall be added to the contract pending funds availability and upon execution of a contract modification.

- a) Repair of Acoustical Panel
- b) Restoration of historic steps
- c) Replacement of pigeon netting
- d) Repair of door panel
- e) Refinishing wood floors, wooden steps and wooden stair rails.

C.3 SITE VISIT

A mandatory site visit will be held on March 5, 2025 at 10:00 AM (ET) at Mt. Pleasant Library located at 3160 16th Street, NW, Washington, DC 20010.

C.4 MOBILIZATION, SITE SAFETY, SECURITY AND APPEARANCE

- a) Upon receipt of the executed contract and the Notice to Proceed from the Contracting Officer, the Contractor shall schedule a kick-off meeting with the Contract Administrator (CA) and his/her representatives.
- b) The Contractor shall be responsible for operating the site in a manner to minimize the risks associated with it being a nuisance during times when work activities have been suspended and the site is not occupied by the contractor, its employees or subcontractors.
- c) The Contractor shall be responsible for the removal and disposal of all debris generated by this work. This includes from the grounds and sidewalks in close proximity to the building.
- d) The Contractor shall be responsible for any site restoration required upon removal of dumpsters, if needed.
- e) The Contractor shall take safety and security precautions as necessary to protect the property, lives and occupants of the building.
- f) The Contractor shall immediately correct any fire and safety hazards caused by their personnel.
- g) All materials and equipment used in the performance of this contract shall be stored or secured in an approved storage area when not in use and at the end of the workday.
- h) The Contractor shall comply with all applicable federal, state and local regulations during the performance of this contract.
- i) Provide final cleaning before returning the building back to DCPL.

C.5 SCHEDULE OF WORK

The Contractor shall develop and submit to the CA the detailed schedule of the work to be performed. The completion schedule shall include the optional work, if added to the contract, that can be performed to meet the specified project end date of June 5, 2025.

C.6 LIQUIDATED DAMAGES

In the event the Contractor fails to deliver any of the deliverables in this scope of work (unless such failure is the result of any event of Force Majeure), the Contractor shall be subject to liquidated damages in the amount of **Five Hundred Dollars (\$500.00)** per day after receiving written notice on failure for submission of deliverables from the Contracting Officer.

C.7 WARRANTY REQUIREMENTS

The Contractor shall provide a one (1) year warranty on all work and furnish all labor and materials to perform replacement or repairs at no additional cost to DCPL.

C.8 EXPERIENCE REQUIREMENTS

Bidders shall submit along with their bid, a list of three (3) projects similar in size and scope to those outlined in this IFB. Listed projects shall include contract number, total contract amount, project description, square footage of the facility, and name of customer/clients and their verifiable contact information to include address, telephone number and email address. Failure to meet this requirement will result in the rejection of the bid.

C.9 LICENSING ACCREDITATION AND REGISTRATION

The Contractor and all its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, State, and Federal licensing, accreditation, permitting, and registration requirements and standards necessary for the performance of this work.

C.10 CONFORMANCE WITH LAWS

The Contractor shall be responsible for performing work under the contract in conformance with all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of the District of Columbia.

SECTION D: PACKAGING AND MARKING

This section does not apply to the solicitation.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract will be governed by Clause Number 4383-42 Inspection of Services – Fixed Price and Clause Number 4383-43 Inspection of Supplies– Fixed Price of the Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009.
- E.2** The Contract Administrator identified in Section 9.2 is responsible for inspecting and accepting all services/ deliverables submitted under the contract.

SECTION F: PERIOD OF PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be one year from the date of award.

F.2 RESERVED

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit the following deliverable to the Contract Administrator:

Section	Deliverable	Format/Method of Delivery	Due Date
C.5	Detailed schedule of work	Electronic copy sent via email	Within 10 days of contract award

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL/E-INVOICING

- G.2.1** The Contractor shall create and submit payment requests electronically through the DC Vendor Portal, <https://vendorportal.dc.gov>. In addition, the Contractor shall also submit a duplicate copy of the invoice via email to the CA listed in Section G.9.2.
- G.2.2** Contractor shall submit invoices monthly or as otherwise specified in the contract;
- 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 listed on the Contractor's profile.
- G.2.4** Properly entered invoices into the Vendor Portal will be paid within thirty (30) days in accordance with the Quick Payment Act, D.C. Official Code §2-221.01 et seq.
- G.2.5** If the Contractor has any questions about the vendor portal registration process, please contact (202) 741-5200.

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 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with Clause Number 4383-8, Assignments of the Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009, the Contractor shall not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Contracting Officer.

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 this 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 before:

G.6.1.2.1 3rd day after the required payment date for meat or a meat 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 Payments to Subcontractors

G.6.2.1 The Contractor shall 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.6.2.1.1 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.6.2.1.2 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.6.2.2 The Contractor shall pay subcontractors or suppliers 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.6.2.2.1 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

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

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

G.6.3 Subcontract requirements

- G.5.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Tornia Harrison-Samuels
Interim Contracting Officer
DCPL Office of Procurement
Martin Luther King Jr. Memorial Library
901 G Street, NW 4th Floor
Washington, DC 20001
Phone: (202) 727-1548
Email: Tornia.harrison1@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:

Keith Gilbert
Boiler Plant Operator Supervisor
DCPL Office of Facilities Management
901 G Street, NW
Washington, DC 20001
Phone: (202) 727-1126
Email: keith.gilbert@dc.gov

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

- G.9.3.1** Award, agree to or sign any contract, delivery order, or task order. Only the CO shall make contractual agreements, commitments, or modifications;
 - G.9.3.2** Grant deviations from or waive any of the terms and conditions of the contract;
 - G.9.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
 - G.9.3.4** Authorize the expenditure of funds by the Contractor;
 - G.9.3.5** Change the period of performance; or
 - G.9.3.6** Authorize the use of District property, except as specified under the contract.
- G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DAVIS BACON WAGE RATES

The Contractor shall be bound by General Decision Number DC20250002, Modification No. 3, dated February 14, 2025, issued by the U.S. Department of Labor in accordance with the Davis Bacon Act of 1931, as amended (40 U.S.C. 3141-3148 et seq.) incorporated herein as **Attachment J.7**. The Contractor shall be bound by the wage rates for the term of the contract.

H.3 PREGNANT WORKERS FAIRNESS

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.3.1 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.3.2 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 the PPWF Act 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 the PPWF Act, within ten (10) days of the notification.

H.3.3 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.4 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.1 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.4.2 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 RESERVED

H.6 PUBLICITY

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

H.7 FREEDOM OF INFORMATION ACT

H.7.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made.

H.7.2 If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.8 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.8.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").

H.8.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement (**Attachment J.6**), in which the Contractor shall agree that:

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

H.8.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

H.8.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.8.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- 1) Document in a report to the CO the Contractor’s compliance with Section H.8.4 of this clause; or
- 2) Submit a request to the CO for a waiver of compliance with Section H.8.4 and include the following documentation:
 - a) Material supporting a good faith effort to comply;
 - b) Referrals provided by DOES and other referral sources;
 - c) Advertisement of job openings listed with DOES and other referral sources; and
 - d) Any documentation supporting the waiver request pursuant to Section H.8.6.

H.8.6 The CO may waive the provisions of Section H.8.4 if the CO finds that:

- 1) A good faith effort to comply is demonstrated by the Contractor;

The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- 2) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- 3) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.8.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to Sections H.8.5 and H.8.6, the CO shall determine whether the Contractor is in compliance with Section H.8.4 or whether a waiver of compliance pursuant to Section H.8.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.8.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section H.8.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this Section H.8.8.

H.8.9 The provisions of Sections H.8.4 through H.8.8 do not apply to nonprofit organizations which employ fifty (50) employees or less.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

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

- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of Section H.9.1. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime Contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime Contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor will include a statement, approved by the Chief Procurement Officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting

plan, and assurances that the prime Contractor will make such records available for review upon the District's request; and

- H.9.2.9** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

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

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Subcontractor Standards

- H.9.4.1** A prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.5.2** There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required

monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.5.3A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES

H.10.1 If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 50% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

H.10.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two (2) years.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

H.11.2 The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.

H.11.3 The Contractor shall be charged the cost in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

H.12 ALLOWABLE SUBCONTRACTING REQUIREMENTS

H.12.1 The Contractor shall ensure that all activities carried out by its subcontractors conform to the provisions of this contract.

H.12.2 It shall be the responsibility of the Contractor to ensure that its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor shall not be relieved of the contract requirements.

H.12.3 The Contractor shall notify the CO in writing of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) calendar days prior to the effective date of the termination, unless immediate termination of the subcontract is necessary to protect the health and safety of staff or prevent fraud and abuse. In such an event, the Contractor shall notify the PM immediately upon taking such action.

H.12.4 If DCPL determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract, DCPL may terminate this contract for default.

H.12.5 The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with DCPL and that the subcontractor look solely to the Contractor for payment for services rendered.

H.13 SUBCONTRACTOR STANDARDS

A prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code §2-353-02.

H.14 CONTRACT TERMINATION

In accordance with DCPL Procurement Regulation Title 19 DCMR, Chapter 43, Section 4372, the CO may terminate contracts for **default** or **convenience** in whole or in part only by written notice to the Contractor. The CO shall have the discretion to determine the manner in which the written notice is sent to the Contractor.

H.15 GENERAL PROHIBITIONS OF GENDER IDENTITY OR EXPRESSION

It is unlawful for any person or entity, including agencies of the District of Columbia government and its contractors, to discriminate against a person in employment, housing, public accommodations, or educational institutions on the basis of that person's actual or perceived gender identity or expression, pursuant to 4 DCMR §§801I – 808,899.1. See the Gender Identity and Expression Policy and Factsheet included herein as **Attachment J.9**.

H.16 PROHIBITION OF WORKPLACE SEXUAL HARASSMENT

Mayor's Order 2023-131, updated on October 31, 2023, outlines the District Government's Sexual Harassment Policy, Guidance, and Procedures. The District of Columbia prohibits workplace sexual harassment by all District Government employees and officials. The prohibition applies to harassment of other employees and officials and harassment of third parties and members of the public interacting with the District Government, such as

vendors, contractors, grantees, customers, clients, and other persons visiting or working at District Government worksites or service sites inside and outside District Government agencies.

H.17 BUY AMERICAN ACT PROVISION

H.17.1 The Contractor shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.

H.17.2 In accordance with the Buy American Act (41 U.S.C. § 10a- 10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the agreement, except for non-domestic material listed in the Contract.

- a) “Components” as used in this Section, means those articles, materials and supplies incorporated directly into the end products.
- b) “Domestic end product”, as used in this section, means,
 - (1) an unmanufactured end product mined or produced in the United States, or
 - (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50% of the cost of all its components.
- c) Components of foreign origin of the same class or kind as the products shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- d) “End Products”, as used in this Section, means those articles, materials, and supplies to be acquired for public use under this Contract.
- e) The Contractor shall deliver only domestic end products, except those:
 - i. For use outside the United States;
 - ii. That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 - iii. For which the District determines that domestic preference would be inconsistent with the public interest; or
 - iv. For which the District determines the cost to be unreasonable.

H.17.3 Domestic Construction Material. “Construction material” means any article, material or supply brought to the construction site for incorporation in the building or work. An

unmanufactured construction material is a “domestic construction material” if it has been mined or produced in the United States. A manufactured construction material is a “domestic construction material” if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. “Component” means any article, material, or supply directly incorporated in a construction material.

H.17.4 Domestic Component. A component shall be considered to have been “mined, produced, or manufactured in the United States” regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the government to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

H.17.5 Foreign Material. When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed one-tenth of one percent of the total project cost or \$2,500,000 whichever is greater.

H.17.6 Foreign Material. When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed one-tenth of one percent of the total project cost or \$2,500,000 whichever is greater.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009 is applicable to this solicitation. (**Attachment J.5**)

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

A. Definitions

“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.

1. “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.

2. “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.
3. “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 Bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

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

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or

diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in Section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in Section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in Section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in Section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (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.

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 Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

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

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2010 0413 and CG2037 04 13 (or its equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis
- e) Defense costs shall be in addition to and not erode the limits of liability

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 in connection with work under this agreement, with a minimum combined single limit of \$1,000,000. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Defense costs shall be in addition to and not erode the limits of liability
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)
- f) Moving and Storage Companies shall be required to provide evidence of BMC91 or BMC91X filing

For Contractors providing transportation:

Contractors providing transportation must additionally comply with the following:

- a) Operators holding a restricted WMATC Certificate of Authority must have a single limit of \$1.5 million in combined (bodily injury and physical damage) coverage, or
- b) Operators holding an unrestricted WMATC Certificate of Authority must have a single limit of \$5M in combined (bodily injury and physical damage) coverage.

In addition, both types of WMATC certificate holders must have in place the following Licensing Requirements as applicable:

- a) Commercial Driver's License (CDL) with the following endorsements:
 - i) P (Passenger): All drivers MUST have a P endorsement enabling them to transport passengers (16 or more).

- ii) S (School Bus): All drivers operating school buses (flashing lights, swing arm w/stop sign) must also have an S endorsement. Please note that driver credentials for any vehicles that are converted school buses must have S.
- b) Valid (unexpired) US Department of Transportation Medical Examiner Certification (“Medical Card”).

For Contractors using District Government-Owned Vehicles:

Agencies that provide Contractors with District Government-owned or leased motor vehicles are responsible for ensuring that such vehicles are used only for the performance under this Contract. Contractor and its subcontractors are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of the contract and approved in writing by the Contracting Officer or otherwise provided by law. Contractor shall obtain automobile liability insurance with a minimum combined single limit of \$1,000,000 to cover bodily injury and property damage to protect the Contractor and the District Government against third-party claims arising from the use of District Government-owned vehicles. The Commercial Auto Liability Policy shall be endorsed to include:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia;
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds; and
- c) A waiver of subrogation in favor of The Government of the District of Columbia.

In the event of loss, destruction, or damage to any government-owned vehicles used in the performance of contract, Contractor shall be liable for full cost of repair or replacement of lost, destroyed, or damaged vehicle.

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.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
- b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
- c) Where applicable, include Jones Act Coverage for seamen or crew members on an “if any” basis.

4. Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, and violation of any consumer protection laws arising out of Contractor’s operations or services with a limit of \$1,000,000 per claim and in the aggregate. Such

coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate. Coverage must excess of required commercial general liability, commercial auto liability, and employers' liability. 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 Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
6. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$10,000 per occurrence.
7. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims, legionella, asbestos, lead paint, or silica. The minimum limits required under this paragraph shall be \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained

for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to the CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

The Environmental Liability policy shall be further endorsed to include The Government of the District of Columbia as an Additional Insured.

8. Installation-Floater Insurance - For projects not involving structural alterations, the contractor shall provide an installation floater policy with a limit equal to the Property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements for the subcontractor than the ones outlined in the Contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor to the CO. The CO will promptly provide in writing to the Contractor with a decision regarding the insurance requirements applicable to the subcontractor. When requested by the CO, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of 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.

- F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

- G. **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 Government of the District of Columbia.
- H. **MEASURE OF PAYMENT.** The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all the costs of insurance and bonds in the contract price.
- I. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. The Contractor shall provide the CO with ten (10) days' prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. **CERTIFICATES OF INSURANCE.** The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted via email to Janet Concepcion, Lead Contract Specialist, at janet.concepcion@dc.gov.

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

- K. **DISCLOSURE OF INFORMATION.** The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.

- L. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

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 **Attachment J.10**. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB 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) IFB, as amended
- (6) Bid

I.11 INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney's fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, the Contractor's officers, employees, agents, servants, subcontractor, or any other person acting for or by permission of the Contractor in performance of the contract. The Contractor assumes all risks for direct and indirect damages or injury to the property

or persons used or employed in performance of the contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, the Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Contractor where the underlying claim arises from the conduct, action, or omission of the Contractor, the Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of the contract.

I.12 GOVERNING LAW AND JURISDICTION

The terms and conditions of this Agreement and any other related agreements signed by the parties shall be governed by the laws of the District of Columbia. District of Columbia shall be the designated jurisdiction and venue for the resolution of any disputes that may arise under this agreement.

I.13 DISCRIMINATION CLAUSES

I.13.1 Anti-Discrimination Clause :

The Contractor:

- I.13.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.13.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.13.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.13.2 Non-Discrimination Clause:

- I.13.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) ("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

I.13.2.2 Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor's Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

I.13.2.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

I.13.2.2.2 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:

- a. Employment, upgrading or transfer;
- b. Recruitment, or recruitment advertising;
- c. Demotion, layoff, or termination;
- d. Rates of pay, or other forms of compensation; and
- e. Selection for training and apprenticeship.

I.13.2.2.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections I.13.2.2.1 and I.13.2.2.2 concerning non-discrimination and affirmative action.

I.13.2.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.13.2.2.2.

I.13.2.2.5 The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I.13.2.2.6 The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the CO or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter,

and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

- I.13.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- I.13.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.13.2.2.1 through I.13.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or Contractor.
- I.13.2.2.9** The Contractor shall take such action with respect to any subcontract as the PO 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 Contractor 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.14 EQUAL ACCESS TO SERVICES/NOTICE OF NON-DISCRIMINATION

- I.14.1** In accordance with District and federal laws, the DCPL does not discrimination on the basis of actual or perceived race, color, disability, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an interfamily offense, or place of residence. Harassment based on any of the above protected categories is prohibited by law. Therefore, the Contractor shall not engage in such unlawful discrimination against any of its employees, applicants or customers and shall require the same for its subcontractors. The Contractor agrees to provide equal access to its services under this agreement in accordance with District and federal laws.
- I.14.2** DCPL is committed to providing language access services to persons who may have Limited English Proficiency (LEP) or who may be non-English proficiency (NEP) in accordance with the DC Language Access Act of 2004. Language assistance such as translated documents and interpreters are provided by DCPL free of charge. The Contractor agrees to cooperate with DCPL in its efforts to adhere to the Language Access Act. Such cooperation may include but is not limited to directing LEP or NEP customers seeking information or service to a DCPL staff member, providing translated documents or providing documents that may be translated by DCPL, or working with Library staff to hire an interpreter.

I.16 INABILITY TO PERFORM/FORCE MAJEURE

Except for the payment of monetary obligations, if the Parties are delayed or prevented from performing any obligations under this Contract by reason of Acts of God, strikes (other than strikes involving the affected Party's labor force), other causes reasonably

beyond its control and/or a pandemic (“Force Majeure”), the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by the Parties.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Carpeting and Cork Flooring
J.2	Painting on First and Second Floors
J.3	Repair of Exterior Facade
J.4	Optional Work
J.5	DCPL Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009
J.6	First Source Employment Agreement & Employment Plan (Applicable to Bids \$300,000 and above)
J.7	Department of Labor General Decision No. DC20250002, Modification No. 3 dated February 14, 2025 (Building)
J.8	2025 Living Wage Notice and Fact Sheet
J.9	Gender Identity and Expression Policy and Fact Sheet
J.10	E.E.O. Information Report
J.11	Bidder/Offeror Certification Form
J.12	Subcontracting Plan Form (For Bids \$250,000 and above)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 BIDDER/OFFEROR CERTIFICATION FORM

Bidders shall complete the Bidder/Offeror Certification Form included herein as **Attachment J.11**.

K.2 TAX CERTIFICATION

Bidders shall submit a **March 2025 Certificate of Clean Hands (CCH)** with the bid. Instructions on obtaining a copy of the CCH can be found on the Office of Tax and Revenue website at <https://mytax.dc.gov>.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.2** **All attachments shall be submitted as a .pdf file.** DCPL will not be responsible for the corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.2** DCPL will reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.3** Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.4** DCPL will reject as non-responsive any bid that fails to include a subcontracting plan required by law.
- L.2.5** The bidder shall complete, sign and submit its initial First Source Employment Plan and all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.
- L.2.6** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

L.3 FAMILIARIZATION WITH CONDITIONS

Bidders 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. Bidders 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.4 BID SUBMISSION DATE AND TIME

Bids must be submitted electronically to **procurementdcpl@dc.gov** and copy **janet.concepcion@dc.gov** by **2:00 p.m. EST on March 12, 2025**. Bids received after 2:00 p.m. will not be accepted.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid at any time before the closing date and time for receipt of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Late Submissions

DCPL will not accept late bids or modifications to bids after the closing date and time for receipt of bids.

L.6.2 Late Modifications

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

L.7 ERRORS IN BIDS

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

L.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions via email to procurementdcpl@dc.gov no later than 2:00 PM (ET) on March 6, 2025. DCPL will not accept questions received after the due date and time. The District will furnish responses by issuing an amendment to the solicitation that will be posted in the DCPL website. **It is the responsibility of the vendors to visit the DCPL website regularly for any amendment to this solicitation.**

L.9 BID PROTESTS

L.9.1 All protests alleging defects in this solicitation shall be governed by Section 4378 of the Department's Procurement Regulations (19 DCMR § 4378); provide a clear and concise statement of the legal and factual grounds of the protest, including copies of relevant documents, and citations to statutes, regulations or solicitation provisions claimed to be violated; and, be filed in writing with the District of Columbia Contracts Appeals Board

("CAB"), pursuant to title X of the Procurement Practices Reform Act of 2010 ("PPRA") (D.C. Official Code § 2-360.01 *et seq.*). Protests alleging defects in this solicitation, which are apparent prior to bid openings, must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial IFB, but was later incorporated by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, protests shall be filed not later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. To expedite handling of protests, forward courtesy copies of protests to the Department's Contracting Officer (CO) with "Protest" labeled on the envelope.

L.9.2 This section is intended to summarize the protest procedures and is for the convenience of the Contractors only. To the extent any provision of this section is inconsistent with the Department's regulations or the PPRA; the more stringent provisions shall apply.

L.10 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.10.1 Contractors who include in their Bid 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 Bid 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 Contractor as a result of or in connection with the submission of this data, the District shall 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, the information contained in this Bid 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.10.2 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 Bid."

L.11 SIGNING OF BIDS

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

L.12 RETENTION OF BIDS

All bid documents shall be the property of DCPL and retained by DCPL, and therefore shall not be returned to the Contractors.

L.13 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS

DCPL shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this IFB, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

L.14 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS

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

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Contractor shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Contractors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 LEGAL STATUS OF CONTRACTOR

Each Bid must provide the following information:

L.16.1 Name, address, telephone number and federal tax identification number of Contractor;

L.16.2 A copy of each District of Columbia license, registration or certification that the Contractor is required by law to obtain. This mandate also requires the Contractor to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Contractor is required by law to make such certification. If the Contractor 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.16.3 If the Contractor 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.17 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within seven (7) calendar days of the request by the District.

L.17.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.17.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.17.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.17.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.17.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.17.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.17.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.17.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall determine responsibility or non-responsibility based on available information. If the available information is insufficient to decide responsibility, the Contracting Officer shall determine the prospective contractor as non-responsible.

SECTION M - EVALUATION FACTORS

M.1 Preferences for Certified Business Enterprises

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District will apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.1.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors in response to this IFB as follows:

- M.1.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.1.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.1.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.1.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.5** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.6** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.7** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.9** Any prime contractor that is an equity impact enterprise (EIE) certified by DSLBD will receive a five percent (5%) reduction in the bid price.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled is twelve percent (12%). There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

A joint venture certified by DSLBD for this solicitation will receive preferences as a prime contractor as determined by DSLBD.

M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

M.1.4.1 Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.1.4.2 Any bidder seeking certification 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.1.4.3 All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.2.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Contractor.

M.2.2 In connection with any discount offered, time shall 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.