

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



Contracts & Procurement

## INVITATION FOR BIDS

### FF&E WARD 3 SHORT TERM FAMILY HOUSING FACILITY

**DCAM-19-CS-IFB-0018**

**Issue Date: September 17, 2019**

**Pre-bid Conference: September 20, 2019 @ 12:00PM**  
Reeves Center  
2000 14<sup>th</sup> Street, 6<sup>th</sup> Floor Conference Room  
Washington, DC 20009

**Deadline for Questions: September 24, 2019 by 4:00PM**

**Due Date Bids: October 1, 2019 no later than 2:00PM**

**Bid Opening: October 1, 2019 at 2:30PM**  
Reeves Center  
2000 14<sup>th</sup> Street, 6<sup>th</sup> Floor Conference Room  
Washington, DC 20009

| SOLICITATION/OFFER/<br>AWARD   |   | 1a. Caption<br><b>Furniture Fixtures &amp; Equipment<br/>Ward 3 Short Term Family<br/>Housing Facility</b>   | Page of Pages |    |
|--|---|--|---------------|----|
|  |   |  | 1             | 60 |
| 2. Solicitation/Contract Number<br><b>DCAM-19-CS-IFB-0018</b>  | 3. Effective Date<br><b>See Block 18C</b>                       | 1b. Market Type<br><b>SBE Set-Aside</b>  |               |    |
| 4. Requisition/Purchase Request/Project No.  |   |  |               |    |
| 5. Issued By:<br><b>Department of General Services<br/>Contracts and Procurement Division<br/>2000 14<sup>th</sup> Street, 8<sup>th</sup> Floor<br/>Washington, DC 20009</b>   |   | 6. Administered by (If other than line 5)<br><b>Department of General Services<br/>Capital Construction Division<br/>1250 U Street, NW 4<sup>th</sup> Floor<br/>Washington, DC 20009</b>   |               |    |
| 7. Name and Address of Contractor<br><br><b>Insert Contractor</b>  |   | 8. Delivery<br><input type="checkbox"/> FOB Origin <input type="checkbox"/> Other  |               |    |
|  |   | 9. RESERVED  |               |    |
|  |   | 10. Submit invoices as described in Section G.   |               |    |
| 11. RESERVED   |   | 12. Payment will be made by<br><b>Government of the District of Columbia<br/>Department of General Services<br/>Office of the Chief Financial Officer<br/>2000 14<sup>th</sup> Street, 5<sup>th</sup> Floor<br/>Washington, DC 20009</b> |               |    |
| 13. Acknowledgement of Amendments<br>The Bidder acknowledges receipt of amendments to the solicitation   |   | Amendment No.  |               |    |
|  |   |  |               |    |
|  |   |  |               |    |
|  |   |  |               |    |
| 14. Supplies/Services/Price - See Section B  |   |  |               |    |
| 15. Table of Contents  |   |  |               |    |
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| Contracting Officer will complete Item 16  |   |  |               |    |
| 16. <input type="checkbox"/> AWARD<br>Your bid for the above referenced Solicitation including your Bid and Price Schedule (J.2) is hereby accepted. Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. |   |  |               |    |
| 17A. Name and Title of Signer (Type or print)  |   | 18A. Name of Contracting Officer<br>Franklin Austin - Contracting Officer  |               |    |
| Signature  |   | Signature  |               |    |

## **SECTION B**

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

#### **B.1 INTRODUCTION**

The Government of the District of Columbia Department of General Services (“District”, “Department”, or “DGS”) on behalf of the Department of Human Services (“DHS”) is issuing this Invitation for Bid (“IFB”) to engage a Small Business Enterprise (SBE) firm (“Contractor”) to provide all necessary services, supervision, permits, labor, supplies, equipment, freight, shipping and materials to provide and install the required furniture, fixtures and equipment (FF&E) for the Ward 3 short term family housing facility (“Project”). The Project shall be completed in accordance with the Scope of Work (Section C), FF&E IFB Package (Specifications) (Attachment J.1.1), Furniture Plan (Attachment J.1.2), Level 1 Furniture Plan CAD File (Attachment J.1.3) and Level 2 Furniture Plan CAD File (Attachment J.1.4).

**IMPORTANT NOTICE: Contracts & Procurement will notify Bidders of any changes, additions and or deletions to the specifications and or responses to questions by addenda to this IFB posted on the Department of General Services, Contracts & Procurement website. It is the potential Bidder’s responsibility to frequently visit DGS’ Contracts and Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda once they have received a copy or downloaded a copy of the solicitation.**

#### **B.2 TYPE OF CONTRACT**

The District contemplates award of a firm fixed price contract. Bidders shall provide a firm fixed price to include sufficient funds to cover all the expenses necessary to complete the Project, including, but not limited to, profit, all necessary supervision, permits, labor, supplies, furniture, fixtures, equipment, freight, shipping and material. The firm fixed price shall also cover items not specifically identified in the Scope, and Project Drawings and Specifications but which are reasonably inferable therefrom.

#### **B.3 PRICE SCHEDULE/BID FORM – FIRM FIXED PRICE**

The Project shall be completed in accordance with the Scope of Work (Section C), FF&E IFB Package (Specifications) (Attachment J.1.1), Furniture Plan (Attachment J.1.2), Level 1 Furniture Plan CAD File (Attachment J.1.3) and Level 2 Furniture Plan CAD File (Attachment J.1.4). The Contractor shall prepare and submit a completed Price Schedule provided as Attachment J.2.

The furniture plan provided in the IFB is representative only; the Contractor is responsible for providing complete and accurate furniture plans.

For items identified in Attachment J.1.1 as “or equal”, this solicitation provision requires that the bidder’s bid indicate each product that is being offered as an “equal” product. In

addition, for each equal product, the bid must include a description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of “equal” products specified in Attachment J.1.1. The bid must also clearly identify the item by brand name (if any), and make/model number. In addition, the bid must include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data and clearly describe any modifications the bidder plans to make in a product to make it conform to the solicitation requirements.

#### **B.4 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS ENTERPRISE (SBE) 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 that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE at the time of the Bid Due Date are eligible.**

- B.4.1** 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. Bidders responding to this IFB shall be deemed non-responsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.
- B.4.2** A bidder responding to this solicitation must submit with its bid a copy of the certification acknowledgment letter, and a notarized statement detailing any subcontracting plan required by law. Bidders responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan required by law. For contracts in excess of \$250,000.00, the bidders shall ensure that its bids complies with the subcontracting requirement(s) in Section H.9.

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

The Government of the District of Columbia Department of General Services (“District”, “Department”, or “DGS”) on behalf of the Department of Human Services (“DHS”) is issuing this Invitation for Bid (“IFB”) to engage a Small Business Enterprise (SBE) firm (“Contractor”) to provide all necessary services, supervision, permits, labor, supplies, equipment, and materials to provide and install the required furniture, fixtures and equipment for the Ward 3 short term family housing facility (“Project”). The Project is located at 3320 Idaho Avenue, NW and includes the purchase and installation of new furniture for 6 floors totaling approximately 41,804 SF. The facility will accommodate up to 49 families at a time and will include a playground & recreation space, computer lab for residents, support services for families, and room accommodations. The installation completion date is February 1, 2020. The Project shall be completed in accordance with the Scope of Work (Section C), FF&E IFB Package (Specifications) (Attachment J.1.1), Furniture Plan (Attachment J.1.2), Level 1 Furniture Plan CAD File (Attachment J.1.3) and Level 2 Furniture Plan (Attachment J.1.4).

### C.2 APPLICABLE DOCUMENTS

None

### C.3 DEFINITIONS

- C.3.1 Agreement** - The term Agreement shall mean this IFB, including the Standard Contract Provisions, as amended and any document attached hereto and/or incorporated by reference.
- C.3.2 Change Directive** - A written direction signed and issued by the Department ordering the Contractor either to provide pricing and schedule impact information for a described change to the Work or to proceed with a described change and provide pricing and schedule impact information after beginning the changed Work.
- C.3.3 Change Event** - Any condition, event, act, omission or breach, other than the issuance of a Change Directive, which the Contractor believes entitles it to a change in the Lump Sum Price, or the Substantial or Final Completion Date.
- C.3.4 Change Order** - A written document, executed by the Department and the Contractor, setting forth the agreed terms upon which a change to the Contract has been made.
- C.3.5 Contract** - The entire, integrated agreement between the Department and the Contractor with respect to the Project, consisting of this Agreement, the Attachments to the IFB, the Construction Documents released for the Contractor’s use and any Change Directives or Change Orders that have been executed by the Department.

- C.3.6 Drawings** - The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and wherever issued, showing the design, locations and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- C.3.7 Final Completion** - The point at which Substantial Completion has been achieved, all punch list items noted at Substantial Completion have been completed and all documents the Contractor is required to deliver to the Department as a condition to receiving final payment.
- C.3.8 Final Completion Date** - The date established herein by which the Contractor shall achieve Final Completion. The Final Completion Date may be modified only by Change Order or Change Directive in accordance with the Agreement.
- C.3.9 Fully Complete** - To undertake all of the Work necessary to fully construct and complete the Project and execute all tasks necessary to obtain the final Certificate of Occupancy for the Project from the District of Columbia; submit final lien releases from the Contractor and Subcontractors and material suppliers; complete all punch list items to the Department's approval and sign-off; and cause all representations, warranties and guarantees to be honored and otherwise fulfill all of the requirements set forth in the Contract.
- C.3.10 General Contractor** – The Construction Manager at Risk of record for the Ward 3 short term family housing facility project.
- C.3.11 Hazardous Material** - Any toxic substance or hazardous chemical defined or regulated pursuant to federal, state or local laws relating to pollution, treatment, storage or disposal of waste, or protection of human health or the environment. Such laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act and laws relating to emission, spills, leaks, discharges, releases or threatened releases of toxic material. The term Hazardous Materials shall also include petroleum and petroleum bi-products. Hazardous Material Remediation shall mean the work performed to remove, treat and/or dispose of Hazardous Material.
- C.3.12 Notice to Proceed** - A written notice to proceed, signed by the Department, directing the Contractor to proceed with the Project or any portion of the Project.
- C.3.13 Project Schedule** - The schedule provided in Section C.4.1 for the project agreed to by the Department and the Contractor. Such schedule shall not be changed except by a Change Order or Change Directive issued by the Department. The schedule shall be in a form and contain such detail as may be agreed upon by the Parties.
- C.3.14 Shop Drawings** - A set of drawings produced by the contractor, supplier, manufacturer, subcontractor, or fabricator. Shop drawings are typically required for prefabricated

components. The shop drawing normally shows more detail than the construction documents.

**C.3.15 Specifications** - The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

**C.3.16 Subcontractor** - Any person, natural or legal, to whom the Contractor delegates performance of any portion of the Work required by the Contract. The term "Subcontractor," used without a qualifier, shall mean a subcontractor in direct privity with the Contractor. "Subcontractors at all tiers" shall mean not only those Subcontractors in direct privity with the Contractor, but also those performing Work pursuant to sub-subcontracts, sub-sub-subcontracts, and so on. "Subcontractors" shall include both those who are retained to perform labor only and those who are retained both to perform labor and to supply material or equipment. "Subcontractors" shall also include design professionals who are not the Contractor's employees and to whom the Contractor delegates any part of its responsibilities under the Contract, except that references to "trade Subcontractors" shall exclude design professionals.

**C.3.17 Substantial Completion** - Substantial Completion shall mean installation of all required FF&E has been completed and only minor punch items remain.

**C.3.18 Substantial Completion Dates** - The dates established herein by which the Contractor shall achieve Substantial Completion. The Substantial Completion Dates may be modified only by Change Order or Change Directive in accordance with the Agreement.

#### **C.4 REQUIREMENTS**

The Contractor shall at a minimum provide or comply with the following:

##### **C.4.1 Project Schedule**

The Contractor shall comply with the following project Schedule.

|  |                    |
|--|--------------------|
| IFB Issue Date   | September 17, 2019 |
| Pre-bid Conference                                     | September 20, 2019 |
| Bidder Question deadline                               | September 24, 2019 |
| Due Date Bids  | October 1, 2019    |
| Date of Award (projected)                              | October 3, 2019    |
| Submittal Samples & Shop Drawings due                  | October 10, 2019   |
| Bill of Materials Redlines for revisions by Contractor | October 14, 2019   |
| Final Order Proposal to Client                         | October 17, 2019   |
| Order Placement  | October 21, 2019   |
| Construction Substantial Completion                    | December 31, 2019  |
| Installation Begins                                    | January 3, 2020    |
| Substantial Completion/Installation Completion Date    | February 1, 2020   |
| Project Completion (all punch items)                   | February 21, 2020  |

#### **C.4.2 Phases**

The Contractor shall complete the installation in phases starting with floors 5 & 6, then 3 & 4, and then 1 & 2 by the installation completion date of February 1, 2020. Furniture punch walk-throughs will be schedule as each 2 floor phase is completed. The Contractor shall record punch items through installation while initiating punch resolution prior to the punch walk-through.

#### **C.4.3 Orders**

The Contractor shall

- a) Ensure final pricing does not expire prior to order placement and all unit costs shall extend for one year after the occupancy date. Project is to be priced as tax exempt.
- b) Ensure furniture is ordered in a manner that will honor current pricing presented in the Contractor's bid submitted and avoid storage fees.

#### **C.4.4 General Specification/Installation/Site Instructions:**

The Contractor shall at a minimum:

- a) Ensure the Contractor's bid is inclusive to complete the work, including but not limited to products, materials, equipment, labor, freight/shipping, protection and installation.
- b) Confirm building access and rules & regulations for delivery and installation with property management and verifying site conditions to allow to delivery & installation of large size furniture items prior to order.
- c) Ensure specifications are reviewed by the General Contractor for design intent, but the finishes and quantities of parts and pieces for components will be the responsibility of the Contractor.
- d) Review all systems layouts and components included in their relative scope of services and notify the contractor if they do not comply with the recommended use of the product so that adjustments can be made accordingly.
- e) Ensure discrepancies in the specifications are brought forward prior to submitting bid.
- f) Confirm accurate quantities for all furniture items upon bid submission.
- g) Coordinate TDE (Telephone/Data/Electrical) locations at the site with the General Contractor for proper alignment with the furniture and advise if revisions are necessary per the suggested locations of TDE as shown in the furniture plans.
- h) Confirm Drawings and BOM are checked by the Contractor for completeness and compliance with the IFB Furniture Package (Attachment J.1.1). Please note that any quotes and/or layouts provided by the manufacturer to the general contractor



for this project may not be up to date with the information in this IFB Furniture Package.

- i) Provide bi-weekly status reports with estimated ship dates for each manufacturer are required upon receipt of acknowledgements.
- j) Provide weekly status reports one (1) month prior to initial delivery.
- k) Attend construction meetings and conduct site visit(s) to become familiar with the site and to check for potential installation problems. The Contractor shall coordinate final details of the building access, installation dates and logistics with the General Contractor.
- l) Coordinate installation with the Electrical, Communications, and AV contractors as required.
- m) The Contractor shall be fully responsible for the installation. Upon completion of each phase, the installation shall be inspected by the Contracting Officer's Technical Representative, Contractor and a punch list of unsatisfactory or missing items will be generated by the Contractor representative and distributed to the team with regular updates on punch shipments and completion dates.
- n) Complete all punch items by the Final Completion date of February 20, 2020

#### **C.4.5 Contractor Responsibilities:**

The following items are required to be submitted to the Contractor within **1 week** of award:

- a) Submittal Samples of all finishes in the IFB
- b) Shop Drawings of all desks, workstations, lockers, mail sorter, and fabric upholstery applications including shop drawings of wall blocking locations for wall hung overheads
- c) Warranty and Care & Maintenance for each manufacturer

#### **C.4.6 Conformance with Laws**

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

#### **C.4.7 Licensing, Accreditation and Registration**

The Contractor and all of its subcontractors shall comply with all applicable District of Columbia, state and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

#### **C.4.8 Special Standards of Responsibility**

In addition to the Standards of Responsibility provided in L.15, the Contractor shall provide in their bid evidence of the following special standards of responsibility:

- a) Contractor has provided similar services including the purchase and installation of furniture for at least five (5) years;
- b) Contractor shall provide the following information for three (3) projects completed in the last five (years) similar in size and scope For purposes of this section size shall mean projects with a value in excess of \$500,000 and where scope means a multi-floor projects with residential and office furniture requirements:
  - 1. Name of Project
  - 2. Point of Contact name, phone and email address (Contractor is responsible for verifying contact information)
  - 3. Dollar Value of the project
  - 4. Brief description of project with discussion of similarities with the Ward 3 project
- c) Proof that the Contractor is a certified installer for Kimball furniture and for any other manufacturer represented in the Contractor's bid.

#### **C.4.9 Bid Submittal Requirements**

In addition to the Price Schedule (Attachment J.2), Instructions to Bidders, Section L.17 and the Special Standards of Responsibility (C.4.8), the Contractor shall provide the following submittals as part of the Contractor's bid.

- a) A Change Key and Master Key including a document outlining Client requirements to secure the Master Key;
- b) A Bill of Materials (BOM): in order of IFB Furniture Specification and grouped by furniture tag and with subtotals (reflect list net, list extended, sell net and sell extended on BOM)
- c) Furniture drawings and BOM shall be checked by the Bidder for completeness and compliance with the RFP Specifications. It is the Bidders' responsibility to review and secure accurate manufacturer quotes.
- d) Proposed plan for order placement to honor current pricing, avoid storage fees, and install per projected completion date;
- e) Furniture floor plans including workstation and office typicals with plan & 3-D views;
- f) Provide Manufacturer Lead-times; and
- g) Product Warranty Information

**SECTION D**  
**PACKAGING AND MARKING**

**D.1 Not Applicable**

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this Contract shall be governed by clause number 11 of the Government of the District of Columbia Department of General Services Standard Contract Provisions (General Provisions) for Construction Contracts, dated 2016. (Attachment J.13)

## SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

The term of the contract shall be from date of award specified on page 1 of this contract to the final completion of the Project.

### F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable described in Section C and Attachments with to the DGS Project Manager identified in section G.9.1 in accordance with the following:

| No. | Reference | Deliverable   | Format                  | Due Date                          |
|-----|-----------|---|-------------------------|-----------------------------------|
| 1   | C.4.4 i   | Bi-weekly Report  | Electronic              | Bi-weekly                         |
| 2   | C.4.4 j   | Weekly status reports   | Electronic              | Weekly                            |
| 3   | C.4.5 a   | Samples of all finishes in the IFB  | Delivered               | Within one week of contract award |
| 4   | C.4.5 b   | Shop Drawings of all desks, workstations, lockers, mail sorter, and fabric upholstery applications including shop drawings of wall blocking locations for wall hung overheads | Electronic              | Within one week of contract award |
| 5   | C.4.5 c   | Warranty and Care & Maintenance for each manufacturer   | Electronic              | Within one week of contract award |
| 6   | H.9.3     | Subcontractor Agreements  | One (1) electronic copy | Within 21 days of contract award  |

**F.2.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit invoices via email by the 5th of the month for PM review, and then electronically to the DGS EASI Pay Portal located on the DGS Website by the 9th of the month: <https://dgs.onbaseonline.com>. All Contractors are required to register for access to EASI Pay; for assistance with the registration process, technical assistance and or additional instructions please contact the EASI Pay Portal Help Desk by phone at (202) 715-7589, or by email at [DGS.EASIPAYSUPPORT@dc.gov](mailto:DGS.EASIPAYSUPPORT@dc.gov). Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractor shall date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number, invoice number, and appropriate Purchase Order;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

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

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

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

### **G.4 PAYMENT**

#### **G.4.1 Partial Payment**

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - 1. Payment will be made on completion and acceptance of each percentage or stage of work as described in the Fixed Price stated in Section B.3 and
  - 2. Presentation of a properly executed invoice.

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

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

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

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

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

## **G.6 THE QUICK PAYMENT ACT**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

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

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

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

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

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

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

**G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.1.2.3** 15<sup>th</sup> 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 must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:



**G.6.2.1.1** 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 must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

**G.6.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** 15<sup>th</sup> 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.**

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:

Franklin Austin, CPPB, CPM

Contracting Officer  
Department of General Services  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20009  
[Franklin.Austin5@dc.gov](mailto:Franklin.Austin5@dc.gov)  
Phone: 202-727-7128

## **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 DEPARTMENT REPRESENTATIVES**

### **G.9.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)/PROJECT MANAGER (PM)**

The PM is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The PM 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.9.1.6** The address and telephone number of the PM is:

Agyei Hargrove  
Project Manager  
Department of General Services  
1250 U Street, NW 4<sup>th</sup> Floor  
Washington, DC 20009  
[agyei.hargrove@dc.gov](mailto:agyei.hargrove@dc.gov)

**G.9.1.7** The PM shall NOT have the authority to:

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

**G.9.1.8** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

### H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination provided and issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.7. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### H.3 PREGNANT WORKERS FAIRNESS

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

**H.3.2** The Contractor shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

1. Pay;
2. Accumulated seniority and retirement;
3. Benefits; and
4. Other applicable service credits;

- (c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
- (e) Require an employee to take leave if a reasonable accommodation can be provided; or
- (f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

**H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to 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 10 days of the notification.

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

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

## **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

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

**H.4.2** The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

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

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

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

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

**H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

**H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) (Attachment J.8) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

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

**H.5.3** The Bidder shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
- b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
- c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
- d) At least seventy percent (70%) of common laborer hours shall be performed by District residents.

**H.5.4** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.5** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

**H.5.6** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

**H.5.7** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

**H.5.8** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

**H.5.9** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

**H.5.10** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Article 14, Disputes of the SCP.

**H.5.11** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

## **H.6 LIVING WAGE ACT**

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (Attachment J.6).

## **H.7 BUY AMERICAN ACT PROVISION.**

**H.7.1** 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.7.1.1** 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.

**H.7.1.2 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 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material.

**H.7.1.3 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.7.1.4 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.8 ANTI-DEFICIENCY ACT**

The Department's obligations and responsibilities under the terms of the Contract are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. The Contract shall not constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE AGREEMENT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

**H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

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



- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **H.9.2 Subcontracting Plan**

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

### **H.9.3 Copies of Subcontracts**

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

### **H.9.4 Subcontracting Plan Compliance Reporting**

**H.9.4.1** The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

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

### **H.9.5 Annual Meetings**

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

## **H.10 FAIR CRIMINAL RECORD SCREENING**

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

**H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

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

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

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

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

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

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

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

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

## **H.11 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at *D.C. Official Code § 2-532 (a-3)*, requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the PM designated in subsection **G.11** 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 PM will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the PM within the timeframe designated by the PM. 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.12 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

### **H.13 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

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

### **H.14 WAY TO WORK AMENDMENT ACT OF 2006**

**H.14.1** Except as described in **Section H.14.8** below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.14.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage.

**H.14.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.14.4** The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at [www.does.dc.gov](http://www.does.dc.gov).

**H.14.5** The Contractor shall provide a copy of the Fact Sheet attached as **J.6** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **J.6** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.14.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.14.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of *D.C. Official Code §32-1301 et seq.*

**H.14.8** The requirements of the Living Wage Act of 2006 do *not* apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (*D.C. Law 5-48; D.C. Official Code § 44-501*); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.14.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.15 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

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

**H.16 AUDITS AND RECORDS**

**H.16.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

**H.16.2 Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

**H.16.3 Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

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

**H.16.4 Comptroller General**

**H.16.4.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

**H.16.4.2** This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**H.16.5 Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

**H.16.6 Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

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

**H.16.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a. That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable type or any combination of these;
- b. For which cost or pricing data are required; or
- c. That requires the subcontractor to furnish reports as discussed in H.11.5 of this clause.

## **H.17 ADVISORY AND ASSISTANCE SERVICES**

This contract is a “non-personal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **H.18 RESERVED**

## **H.19 CONTRACTOR RESPONSIBILITIES**

- H.19.1** The Contractor shall be responsible for providing services in accordance with the requirements of this contract.
- H.19.2** The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.
- H.19.3** The Contractor shall furnish all equipment needed for the performance of the work under this contract. All equipment must be properly guarded and meet all applicable OSHA standards.
- H.19.4** 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.19.5** Meet all federal, state vehicles compliance standards, local laws, inspections, and regulations, including, but not limited to, the permitting requirements under Chapter 25 of Title 18, DCMR by the DC Department of Transportation (DDOT), the DC Department of Consumer and Regulatory Affairs (DCRA) and the DC Department of Public Works (DPW). The Contractor shall ensure that each vehicle is licensed and registered in accordance with District regulations.

## **H.20 SAFETY REQUIREMENTS**

- H.20.1** The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take



proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the PM.

**H.20.2** The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (OSHA) including, but not limited to:

**H.20.2.1** Back support devices

**H.20.2.2** Eye protection

**H.20.2.3** Hearing protection

**H.20.2.4** Hand protection

**H.20.2.5** Head protection

**H.20.2.6** Foot protection

**H.20.3** The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

**H.20.4** Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.

**H.20.5** The Contractor shall immediately notify the PM if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.

## **H.21 FIRE PREVENTION**

**H.21.1** The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District property being serviced on the job site.

**H.21.2** The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.

**H.22 SMOKE FREE ENVIRONMENT**

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

**H.23 ACCIDENT REPORTS**

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

**H.24 PROPERTY DAMAGE NOTIFICATION**

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

**H.25 SUSPENSION OF WORK**

**H.25.1** In the event services are not provided or required by the District because the buildings is closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.

**H.25.2** The deduction rate in dollars per day will be equal to the per month contract price for the building, divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).

**H.25.3** The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.

**H.25.4** Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.

**H.25.5** In the event services are provided for portion of days, appropriate adjustments will be made by the PM to assure the Contractor is compensated for services provided.

**H.26 CONTRACTOR RESPONSIBILITY UPON CONTRACT COMPLETION OR TERMINATION**

**H.26.1** The Contractor shall turn over all plans codes, manuals, records, files, reports, databases spare inventory and materials developed or purchased in the course of the contract to the PM within thirty (30) calendar days after contract completion or

termination. The Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in and phase-out transition periods, and how the Contractor will interact with the existing work force during the thirty (30) days of transition at the beginning and end of this contract.

## SECTION I CONTRACT CLAUSES

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Department of General Services Standard Contract Provisions General Provisions Supplies and Services and Construction dated 2016 (SCP) (Attachment J.13). The (SCP) are incorporated as part of the contract.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

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

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

#### **I.5.1 Definitions**

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

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be

identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

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

4. “District” – The District of Columbia and its agencies.

### **I.5.2 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 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 shall be 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 of the project or work plan or contract. Licenses shall be granted 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 shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, 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.

### **I.5.3 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.

#### **I.5.4 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.

#### **I.5.5 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.

#### **I.5.6 Indemnification and Limitation of Liability**

1. 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.

2. All DGS data, information, documents, and similar material provided to the contractor for the purpose of performing the scope will remain the sole property of DGS and will be destroyed or returned by the contractor upon completion of services.
3. All Contractors' specified deliverables to DGS will become DGS sole property and will not be encumbered in their future use by any licensing or copyright by Contractor. Contractor may maintain a copy of deliverables for internal reference purposes.
4. Contractor's intellectual property related to delivery of services will remain the Contractor's property unless otherwise specified in this Contract or task order.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

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

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

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

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-



owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

4. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable. IF FACILITY IS OCCUPIED BY FAMILIES, THIS COVERAGE IS NECESSARY.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

#### B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for

construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:**

**Franklin Austin**

**1250 U Street, NW 3<sup>rd</sup> Floor**

**Washington, DC 20009**

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

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

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

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

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 CLAIMS & DISPUTE RESOLUTION**

All Claims and Disputes arising under or relating to the contract shall be resolved as provided herein.

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

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iv) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall

be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

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

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

- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## **I.12 CHANGES**

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the SCP.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
  - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to

- the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

### **I.13 NON-DISCRIMINATION CLAUSE**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1402.01.01 *et seq.*) (“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, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (b) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
  - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, 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.
  - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income or place of residence or

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

- (a) employment, upgrading or transfer;
  - (b) recruitment, or recruitment advertising;
  - (c) demotion, layoff or termination;
  - (d) rates of pay, or other forms of compensation; and
  - (e) selection for training and apprenticeship.
- (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.13.1 and I.13.2 concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.12.4.
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses subsections I.13.3 through I.13.11 of this



section, so that such provisions shall be binding upon each subcontractor or vendor.

- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

## **I.14 BONDS**

### **I.14.1 Bid Bond**

Bidders are required to submit with their bid a bid bond in the amount of five percent (5%) of total bidding budget, in the form included as **Attachment J.9**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Bidders may submit a cashier's check in lieu of a bid bond. However, in the event a Bidder who is awarded the Agreement fails to post a payment and performance bond for the full value of the Agreement, the Bidder shall thereby forfeit the full amount of the cashier's check, and the Department shall collect such funds as liquidated damages. If the Bidder chooses to submit a cashier's check in lieu of a bid bond, the Bidder must complete the form included as **Attachment J.10** and return, notarized, with the Bidder's Proposal.

### **I.14.2 Trade Subcontractor Bonds**

The Contractor shall require that all trade subcontractors provide a payment and performance bond having a penal value equal to One Hundred Percent (100%) of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

### **I.14.3 Contractor's Payment and Performance Bond**

The Contractor shall be required to provide payment and performance bonds each having a penal value equal to 100% of the Contract Amount. The Contractor shall provide the required bonds within ten (10) days of the execution of the Contract. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.

## **I.15 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

## **I.16 GOVERNING LAW**

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

**L.17 LIQUIDATED DAMAGES**

Liquidated Damages will be assessed in the amount of \$450.00 per day. The Contractor and the Department agree that the liquidated damages do not constitute and shall not be deemed a penalty, but represent a reasonable approximation of the damages to the Department associated with a delay in the Project.

**L.18 EXTENT OF CONTRACT**

The Contract, which includes the terms set forth in this IFB, the Attachments hereto, and other documents incorporated herein by reference, represents the entire and integrated agreement between the Department and Contractor and supersedes all prior negotiations representations or agreements, either written or oral. No modifications to the Contract shall be effective against the Department unless made by written instrument signed by both the Department and Contractor.

## SECTION J ATTACHMENTS

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

| <b>Attachment Number</b> | <b>Document</b>                                       |
|--------------------------|---|
| <b>J.1.1</b>             | FF&E IFB Package (Specifications)                     |
| <b>J.1.2</b>             | Furniture Plan  |
| <b>J.1.3</b>             | Level 1 Furniture Plan CAD File                       |
| <b>J.1.4</b>             | Level 2 Furniture Plan CAD File                       |
| <b>J.2</b>               | Price Schedule  |
| <b>J.3</b>               | Bidder/Offeror Certification Form                     |
| <b>J.4</b>               | Tax Certification Affidavit                           |
| <b>J.5</b>               | SBE Subcontracting Plan Form                          |
| <b>J.6</b>               | 2019 Living Wage Act Notice and Fact Sheet            |
| <b>J.7</b>               | Service Contract Act Wage Determination               |
| <b>J.8</b>               | First Source Employment Agreement and Employment Plan |
| <b>J.9</b>               | Bid Bond Form   |
| <b>J.10</b>              | Bid Guaranty Certification                            |
| <b>J.11</b>              | Certification to Furnish Performance & Payment Bond   |
| <b>J.12</b>              | EEO Policy Statement                                  |
| <b>J.13</b>              | Standard Contract Provisions (Supplies and Services)  |

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

Bidder/Offeror Certification Form (Attachment J.3)

## **SECTION L**

### **INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

#### **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 make multiple awards resulting from this solicitation to the responsive and responsible bidder(s) who has the lowest bid.

#### **L.2 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **2:00PM., EST October 1, 2019.**

#### **L.3 WITHDRAWAL OR MODIFICATION OF BIDS**

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

#### **L.4 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.4.1** Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are “late” and shall be considered only if they are received before the award is made and any of the following circumstances apply:

- (a) The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids;
- (b) It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB; or
- (c) It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

#### **L.4.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or

withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

#### **L.4.3 Late Submissions**

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

#### **L.4.4 Late Modifications**

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

#### **L.4.5 Late Bids**

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

### **L.5 BID IDENTIFICATION AND DELIVERY**

Bids shall be proffered with a one (1) original, one (1) hard copy and one (1) electronic copy on a flash drive. The Contractor's submission shall be placed in a sealed envelope conspicuously marked:

**“SOLICITATION NO: DCAM-19-CS-IFB-0018  
FF&E WARD 3 SHORT TERM FAMILY FACILITY”**

**Bids must be delivered or mailed to:**

George G. Lewis  
Chief Contracting Officer  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20009

### **L.6 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.7 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions no later than **4:00PM September 24, 2019** to James

Marshall at [james.marshall@dc.gov](mailto:james.marshall@dc.gov) . The District will not consider any questions received after September 24, 2019. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

## **L.8 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

## **L.9 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder 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.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

## **L.10 SIGNING OF BIDS**

**L.10.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**L.10.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

## **L.11 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.12 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.12.1** Name, address, telephone number and federal tax identification number of bidder;

**L.12.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.12.3** If the bidder 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.13 BID OPENING**

A public bid opening will be held **October 1, 2019 at 2:30PM**. The Bid Opening will be held at the Reeves Center, 2000 14th Street, NW 6<sup>th</sup> Floor Conference Room.

## **L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

## **L.15 GENERAL STANDARDS OF RESPONSIBILITY**

**L.15.1** To be determined responsible, a prospective contractor must demonstrate that it:

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



- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, D.C. Official Code § 2-219.01 *et seq.*, as amended;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.15.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

#### **L.16 PRE-BID CONFERENCE**

A Pre-Bid Conference will be held Friday, **September 20, 2019 from 12:00PM to 1:00PM**. The Pre-bid Conference will be held at the Reeves Center, 2000 14<sup>th</sup> Street NW, 6<sup>th</sup> Floor Conference Room.

#### **L.17 INSTRUCTIONS TO BIDDERS**

The Bidder shall submit a comprehensive bid package in response to this IFB including the following attachments, responses to the Special Standards of Responsibility (Section C.4.8) and :

- (a) The IFB pages 1 – 60, with page 1 signed
- (b) Acknowledgement of Amendments (page 1 Section 13);
- (c) Price Schedule (Attachment J.2)
- (d) Bidder/Offeror Certification Form (Attachment J.3);
- (e) Tax Affidavit - Each Contractor shall submit a tax affidavit provided as Attachment J.4. In order to be eligible for this procurement, Contractors must be in full compliance with their tax obligations to the District of Columbia government;
- (f) SBE Subcontracting Plan (Attachment J.5);
- (g) First Source Employment Plan and Agreement (Attachment J.8);

- (h) Bid Form (Attachment J.9); or Bid Guaranty Certification (Attachment J.10);
- (i) Certification to Furnish Performance and Payment Bond (Attachment J.11);
- (j) EEO Policy Statement (Attachment J.12);
- (k) Response to Special Standards of Responsibility, as described in C.4.7.8; and
- (l) Bid Submittals as described in C.4.9.

## **L.18 RESTRICTION ON DISCLOSURE AND USE OF DATA**

- L.18.1** Bidders 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 bidder as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).**

- L.18.2** 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.19 UNNECESSARILY ELABORATE BIDS**

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

## **L.20 RETENTION OF SUBMISSIONS**

All submissions will be retained by the Department and therefore will not be returned to the Bidders. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines.

**L.21 NO COMPENSATION FOR PREPARATION OF BIDS**

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

**L.22 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS**

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

## 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 (the “Act”, as used in this section), the District shall 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.
- L.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.7** A veteran-owned business 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.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled to under the Act is twelve

per cent (12%) for bids submitted in response to this IFB. 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 in order to receive preferences under this solicitation should contact the:

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

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