

SECTION A AWARD/CONTRACT				1. Caption				Page of Pages	
				Purchase And Installation of Electronic Security System Devices				1	72
2. Contract Number DCAM-22-NC-IFB-0006		3. Effective Date See Block 20C		4. Requisition/Purchase Request/Project No. TBD					
5. Issued By: <b>GEORGE G. LEWIS, CPPO</b> Code				6. Administered by (If other than line 5) Kianna Shepherd, Senior Contract Specialist					
Department of General Services Contracts and Procurement Division 2000 14 <sup>th</sup> Street NW, 4 <sup>th</sup>   Washington, DC 20009				Department of General Services Contracts and Procurement Division 2000 14 <sup>th</sup> Street NW, 4 <sup>th</sup> Floor   Washington, DC 20009					
8. Name and Address of Contractor (No. street, city, county, state, and Zip Code)				8. Delivery <input type="checkbox"/> FOB Origin Other (See Schedule Section F)					
				9. Discount for prompt payment Net thirty (30) Days					
Code		Facility		10. Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified)			<input type="checkbox"/>	Item 6	
11. Ship to/Mark For Code				12. Payment will be made by			Code		
13. Acknowledgement of Amendments The Bidder acknowledges receipt of amendments to the Solicitation X Signature _____				14. Accounting and Appropriation Data ENCUMBRANCE CODE:					
15A. Item		15B. Supplies/Services			15C. Qty.	15D. Unit	15E. RATE	15F. Extended Price	
0001-0050		Purchase And Installation of Electronic Security System Devices			TBD	EACH	TBD	TBD	
<b>TOTAL AGGREGATE NON-GUARANTEED CONTRACT CEILING</b>								TBD	
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<b>PROCUREMENT SCHEDULE</b>									
ISSUE DATE		Thursday, May 19, 2022							
PRE-BID CONFERENCE		SECTION [L.8] Monday, May 23, 2022 at 2:00PM EST Registration Link → <a href="https://dcnet.webex.com/dcnet/j.php?RGID=r79ed1c5b1aea4d67c05a1cf53b4df09b">https://dcnet.webex.com/dcnet/j.php?RGID=r79ed1c5b1aea4d67c05a1cf53b4df09b</a> Event Link → <a href="https://dcnet.webex.com/dcnet/j.php?MTID=m6477374957684ee7989f77dea5650027">https://dcnet.webex.com/dcnet/j.php?MTID=m6477374957684ee7989f77dea5650027</a>							
QUESTIONS		SECTION [L.10] ELECTRONIC SUBMISSION VIA VENDOR SUBMISSION PORTAL CLOSE OF BUSINESS Wednesday, May 25, 2022							
BID SUBMISSION DATE		SECTION [L.11] ELECTRONIC SUBMISSION VIA VENDOR SUBMISSION PORTAL Friday, June 3, 2022 at 10:00 AM EST							
BID OPENING		SECTION [L.13] PUBLIC BID OPENING Friday, June 3, 2022 at 2:00PM EST Registration Link → <a href="https://dcnet.webex.com/dcnet/j.php?RGID=r50a344e3a1fffc707ce86814f0818969">https://dcnet.webex.com/dcnet/j.php?RGID=r50a344e3a1fffc707ce86814f0818969</a> Event Link → <a href="https://dcnet.webex.com/dcnet/j.php?MTID=m760048b127d424d2c9f8b2bc37b6349f">https://dcnet.webex.com/dcnet/j.php?MTID=m760048b127d424d2c9f8b2bc37b6349f</a>							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) 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. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Exhibits are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <b>DCAM-22-NC-IFB-0006</b> including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary.					
19A. Name and Title of Contractor (Type or print)				20A. Name of Contracting Officer					
19B. Name of Contractor			19C. Date Signed		20B. District of Columbia (Signature of Contracting Officer)		20C. Date Signed		
(Signature of person authorized to sign)									



Government of the District of Columbia

## SECTION B

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

- B.1** The Government of the District of Columbia, acting by and through its Department of General Services (the “Department” or “DGS”) Division of Contracts and Procurement (“C&P”) (collectively the “District”) is issuing this Invitation for Bids (“IFB”) to engage one or multiple firms to provide the *Purchase and Installation of Electronic Security System Devices* for various Department of Parks and Recreation (DPR) facilities on behalf of the Protective Service Division (“PSD”). All supplies shall be furnished to the Department in accordance with requirements of this IFB, the Scope of Work Section [C], the District of Columbia's Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016 Exhibit J.1, and other associated Exhibits in Section [J] of this IFB.
- B.1.1** The awarded Contractor shall provide all labor, materials, tools, supplies, and all else necessary as reasonably inferred to efficiently source, deliver, install and integrate Electronic Security System Devices for a period of date of award through final completion date.
- B.2** **TYPE OF CONTRACT**  
The Department contemplates the award of a single Fixed-Price type contract in accordance with Title 27 DCMR Chapter 47, Section 4712 and Title 27 DCMR Section 2402 FIXED-PRICE CONTRACTS.
- B.3** **LIST OF LOCATIONS**  
The Contractor shall perform the required purchase, installation and integration services for all properties defined in *Exhibit J.10 – Bid Form and Exhibit J.11 – List of Locations and Priority*.
- B.4** **PRICE/COST SCHEDULE**  
The **Firm-fixed price per location** shall be the Contractor’s sole method of compensation and as such, shall be sufficient to cover all of the service requirements including, but not limited to, all labor, supplies, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, overhead and profit tied to the Contractor’s firm, fixed price (excluding any overhead and profit tied to the Contractor’s materials, parts and supplies, which shall be prohibited as noted in Section [B.2.1] above), insurance coverage and provisions as required in Section [I.14], as well as all applicable year-over-year service cost increases due to market variables and any increase to labor category, direct hourly rates issued by the U.S. Department of Labor Service contract Act Wage Determination and or the D.C. Living Wage Act of 2006 (whichever prevailing wage is applicable under the award of the contract) and, all else necessary to perform all work related to providing the District with safe and proper execution of required services as described herein.

## **B.4.1 Significant Changes in the Character of Work**

**B.4.1.1** In accordance with the Department of General Services Standard Contracts Provisions for Supplies and Services **Exhibit J.1**, Article 15, the District through its authorized Contracting Officers reserves the right to make, in writing, at any time during the performance, such changes in quantities and such alterations in the work as are necessary to satisfactorily fulfill purchase and installation services. Such changes in quantities and alterations shall not invalidate the contract nor release the Contractor's Surety, and the Contractor agrees to perform the services as altered.

## **B.5 ACKNOWLEDGEMENT OF REVIEW OF CONTRACT DOCUMENTS**

Before submitting its bid in response to the proposed contract, the Bidder acknowledges that it reviewed all Contract Documents specifications, information, and exhibits contained in this solicitation and is required to bring all such inconsistencies and or questions to the attention of the Department so that the Department can address any inconsistencies and or questions by addendum to this solicitation. The Contractor acknowledges that any inconsistencies and or questions it identifies after submitting its bid shall not be the basis for a change to the NTE amount or contract terms and conditions.

**B.5.1** Execution of the contract by the Contractor is a representation that the Contractor has thoroughly examined all Contract Documents, including all details, exhibits, plans, and schedules, has become familiar with local conditions under which the work is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has satisfied itself before executing the contract as to all matters that can affect the work and its cost, including: (1) financial capacity; (2) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the work; (3) familiarized itself with the risks and mitigation costs associated with providing the purchase and installation of electronic security system devices; and in general to have itself obtained all necessary information as to risk contingencies, market conditions, lead times, and other circumstances which may influence or affect its performance and delivery of the work. The Contractor waives all claims against the Department arising from or relating to such contingencies and conditions that are reasonably inferable from the Contract Documents.

## **B.6 DESIGNATION OF SOLICITATION FOR THE OPEN MARKET**

A Bidder(s) responding to this solicitation that is required to subcontract, shall be required to submit with its bid, any subcontracting plan required by law. Bidder(s) responding to this IFB shall be deemed nonresponsive and shall be rejected if the Bidder(s) fails to submit a subcontracting plan.

**B.6.1** Contracts in excess of \$250,000 shall be subcontracted in accordance with **Section [H.9]**.

**B.6.2** A Subcontracting Plan form is incorporated hereto as **Exhibit J.16**.

## B.7

### **SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY**

The Contractor is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

The Contractor is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

**IMPORTANT NOTICE:** The Department will notify bidders of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of Contracts and Procurement website. It is the potential bidder's responsibility to frequently visit the Department's 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.

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The Contractor shall provide the purchase and installation of Electronic Security System Devices including but not limited to cameras, card readers, and Milestone IVO 350 NVR/DVR, for various District of Columbia locations.

The Contractor shall provide the installation, configuration, and operation of Milestone hardware and software to bring all sites into compliance with the PSD video recording standards. The required hardware and licensing specifications differ based on the number and type of cameras at each site.

- For sites with less than 40 cameras, the Contractor shall install a Milestone IVO 350R, with licensing, encoders, and configure the system to the DC Net.
- For sites with more than 40 cameras, the Contractor shall install **at least two** Milestone IVO 350Rs, with licensing, encoders, and configure the system to the DC Net.

The Contractor shall ensure that all Cameras and Card Readers for RS2 and Milestone IVO 350R include a **minimum** one-year warranty from the manufacturer to include all licensing, encoders, labor, and configuration to the DC Net.

### C.2 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Version/Date
1	U.S. Law	National Electric Code (NEC)	Most Recent
2	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Hazardous Substances and Waste	Most Recent
3	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P	Most Recent
4	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1926,	Most Recent
5	D.C. Regulations	International Building Code (IBC)	Most Recent
6	D.C. Law	DC Construction Codes <a href="http://dcra.dc.gov/DC/DCRA/Permits/Constructio">http://dcra.dc.gov/DC/DCRA/Permits/Constructio</a>	Most Recent

		<a href="#">n+Codes</a>	
7	DC Website	Department of Consumer and Regulatory Administration (DCRA) Building and Land Regulation Administration (BLRA).	Most Recent
8	DC Website	Department of General Services <a href="http://dgs.dc.gov/DC/DGS">http://dgs.dc.gov/DC/DGS</a>	Most Recent
9	Accredited Specs and Standards	International Electrical Testing Association (NETA)	Most Recent
10	DC Policy	OCP Directive 1303.00, dated October 1, 2003, titled "Environmentally Preferable Purchasing."	Most Recent
11	Accredited Specs and Standards	National Electrical Code (NEC)	Most Recent
12	Accredited Specs and Standards	Building Official Code Administration (BOCA)	Most Recent
13	Accredited Specs and Standards	Institute of Electrical and Electronics Engineers (IEEE)	Most Recent

## C.3 DEFINITIONS

**C.3.1** These terms when used in this IFB have the following meanings:

**C.3.1.1** **“Additional Property Sites”** are new properties for which the Department assumed responsibility or otherwise acquired; property that was previously assigned to another Contractor; or a property that a Contractor was not awarded.

**C.3.1.2** **“Assessment”** means the action or an instance of making a judgment about the equipment/apparatus; an official valuation of the equipment/apparatus for the purpose of declaring the condition or current state of operation as more fully defined in **Section [C.5.2.1]**.

**C.3.1.3** **“Applicable Laws”** means all applicable federal and local laws, statutes, codes, ordinances, rules, and regulations (whether existing now or subsequently passed, enacted, adopted or amended, at any time, during the term of an award made hereunder).

**C.3.1.4** **“Approval”** means the Department, and/or the District has reviewed submittal, deliverables, or administrative documents (e.g., insurance certificates, etc.), and has determined the documents conform to contract requirement. Department and/or District

approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws, and regulations.

- C.3.1.5** “**Award Notice**” is defined as the notice given by DGS to that Contractor stating that such bidders has been awarded a contract hereunder.
- C.3.1.6** “**Contracting Officer (CO)**” shall be a business communications liaison between the Department and a Contractor. He or she ensures that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of its supporting Contractors and Subcontractors.
- C.3.1.7** “**Contract Term**” shall mean, in the case of any Contractor, the term of that Contractor’s Awarded contract commencing upon the award date, and lasting until its early termination or expiration thereof.
- C.3.1.8** “**Contractor**” means the individual, firm, company, corporation, partnership, or combination thereof, including joint ventures, contracting with the Department to the contract work. The Contractor is one of the parties to this contract.
- C.3.1.9** “**Contractor’s Obligations**” shall mean all the obligations imposed on the Contractor by this contract.
- C.3.1.10** “**Correction**” means the elimination of a defect.
- C.3.1.11** “**COTR**” means the Contracting Officer’s Technical Representative and is responsible for technical direction and administration of the contract, advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. The COTR is responsible for general administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility for the day-to-day monitoring and supervision of the contract to ensure that the work conforms to the requirements, and other duties as authorized by the CO.
- C.3.1.12** “**Defects**” is an anomaly in a product and or service defined as a shortcoming, imperfection, or lack of standard. For the purposed of this contract “Defects” are those obstacles that will likely prevent the Contractor from performing fifty percent (50%) or more of the services required at a given site.
- C.3.1.13** “**Deficiency**” means a lack of quality and/or sub-standard of work. For purpose of this solicitation, a deficiency is an item, or condition that is considered sub-standard, or below minimum expectations with regard to code, work product and safety.
- C.3.1.14** “**Direct Cost**” is a cost that may be calculated and identified directly with a product, function, or activity and that usually involves expenditures for raw materials and direct labor.

- C.3.1.15** “**District**” means all authorized District of Columbia (DC) Government agencies and their representative having jurisdiction over the any equipment, property, building, facility and or land.
- C.3.1.16** “**District Furnished Property**” means any property in the possession of or directly acquired by the District and subsequently made available to the Contractor to use in the performance of the contract.
- C.3.1.17** “**District Operated Property**” means all property occupied, leased or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.18** “**District Owned Property**” means all property owned or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.19** “**Emergency Service Call**” means a Service Call or other request for service placed outside of Normal working Hours, and of such a nature, that response cannot wait for the resumption of Normal working Hours.
- C.3.1.20** “**Holidays**” are days observed by the District of Columbia Government.
- C.3.1.21** “**Hours of Operation**” refers to the time period for which the Contractor’s staff shall be on site performing services. For this contract, the Contractor’s hours of operation shall be between the timeframe of 6:00 a.m. and 8:00 p.m. EST 7 days a week.
- C.3.1.22** “**Industry Standards**” means the highest level of industry-developed best standards, practices, or procedures (including any standards, practices or procedures established by the applicable trade associations or under Applicable Laws).
- C.3.1.23** “**Key Personnel**” refers to the Contractor’s personnel, who has been identified and approved to perform the work; they will provide the required services under the supervision of the Contractor
- C.3.1.24** “**Normal working Hours**” is the time period of: 8:30am – 5:00pm.
- C.3.1.25** “**Bidders**” refers to any individuals, business entities or any combinations thereof, submitting a bid in response to an IFB.
- C.3.1.26** “**Operational**” meaning a facility, building, property and or equipment is functioning as to the specified intent and or by the manufacturer recommendations.
- C.3.1.27** “**OSHA**”, the Occupational Safety and Health Administration (OSHA), is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the workplace.
- C.3.1.28** “**Contract Documents**” refers to the contract itself and all exhibits.



- C.3.1.29** **“Prevailing Wage”** is defined as the hourly wage, usual benefits, and overtime, allegedly paid to the majority of workers, laborers, and mechanics within a particular area as determined by the Service contract Action Wage Determination, Davis Bacon and or the District of Columbia Living Wage Act; **whichever of the applicable is higher.** Prevailing wages are established by regulatory agencies for each trade and occupation employed in the performance of public work, as well as by State Departments of Labor or their equivalents.
- C.3.1.30** **“Response Time”** means the time period in which the Contractor, after initial notification by the District, is required to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the required work.
- C.3.1.31** **“Token”** means the smallest meaningful unit of information in a sequence of data for a compiler.
- C.3.1.32** **“Virtual Private Network”** is an encrypted connection over the Internet from a device to a network
- C.3.1.33** **“Wage Determination”** is a listing of wage rates and fringe benefit rates for each labor category of workers which the U.S. Department of Labor has determined to be prevailing in each area. It establishes standards for wage rates and safety and health protections for employees performing work on covered Government contracts.

**C.3.2 ACRONYMS. The following are acronyms used for the purpose of this solicitation:**

- C.3.2.1** **VPN** Virtual Private Network
- C.3.2.2** **BLRA** Refers to the DCRA’s Business Licensing Regulation Administration
- C.3.2.3** **BOCA** Building Official Code Administrators
- C.3.2.4** **CO** Contracting Officer
- C.3.2.5** **COTR** Contracting Officer’s Technical Representative
- C.3.2.6** **DCMR** District of Columbia Municipal Regulations
- C.3.2.7** **DCRA** Department of Consumer and Regulatory Affairs
- C.3.2.8** **DGS** Department of General Services
- C.3.2.9** **DPR** Department of Parks and Recreation
- C.3.2.10** **DSLBD** DC Department of Small and Local Business Development

<b>C.3.2.11</b>	<b>NEC</b>	Refers to the National Electrical Code
<b>C.3.2.12</b>	<b>NEMA</b>	National Electrical Manufacturers Association
<b>C.3.2.13</b>	<b>NETA</b>	National Electrical Testing Association
<b>C.3.2.14</b>	<b>NIOSH</b>	National Institute for Occupational Safety and Health
<b>C.3.2.15</b>	<b>OSHA</b>	Occupational Safety and Health Administration (OSHA) is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the workplace
<b>C.3.2.16</b>	<b>PM</b>	Preventive Maintenance
<b>C.3.2.17</b>	<b>PPE</b>	Personal Protective Equipment
<b>C.3.2.18</b>	<b>PSPD</b>	Protective Services Police Division
<b>C.3.2.19</b>	<b>QA</b>	Quality Assurance
<b>C.3.2.20</b>	<b>QAP</b>	Quality Assurance Protocol
<b>C.3.2.21</b>	<b>QC</b>	Quality Control
<b>C.3.2.22</b>	<b>QCP</b>	Quality Control Program

## **C.4 BACKGROUND**

The Department is the lead agency responsible for maintaining electronic security system equipment throughout the District. DGS provides management and maintenance related services for over eight hundred fifty (850) owned and leased properties. These properties include office buildings, schools, parks, and recreation centers. As a service-providing agency, positive customer service and rapid response and resolution to tenant issues and service requests are paramount to all of DGS' operation and mission. Likewise, the safety and wellbeing of the Districts residents, visitors, students, and DC Government employees is paramount to the Agency mission critical goals.

In 2000, the District implemented the current ESS system on a GE platform and subsequently converted to RS2. ADT/Tyco implemented the base system, and a variety of security system installers managed the additional expansions and upgrades. In recent years, the number of card readers, cameras and optical turnstiles doubled by more than 100%. The legacy GE head-end and field hardware remains; and as part of the migration process the District added RS2/Mercury M5 bridge hardware systems.

## **C.5 REQUIREMENTS**

All purchase and installation services described hereunder shall be provided based on the Contractor's firm fixed prices per location in accordance with **Exhibit J.10** and **Exhibit J.11 – List of Locations and Priority**.

- C.5.1.1** The District shall assign and monitor the contractor's completion of all scheduled site duties as stipulated herein.
- C.5.1.2** The Department will provide the vendor Contractor with VPN connectivity to the to the RS2 system to aid in remote diagnostics and assistance. The Contractor shall sign a VPN User Agreement with OCTO which shall be for up to three Tokens that are tied to the individual
- C.5.1.3** The COTR will coordinate all access to facilities for all work order and service request between the Contractor and the participating client agencies when needed.
- C.5.1.4** **Software Support.** The Contractor shall provide the application software for the electronic security management system and convert selected facilities as determined by PSD.
- C.5.1.5** The Contractor shall maintain all software support agreements for all installed systems, including – but not limited to – RS2, Milestone and Aventura through the end of the manufacturer warranty period.
- C.5.2** **Hardware**  
The Contractor shall refer to the Approved Product List & Proposed Spare Parts List for a comprehensive list of system components and locations as well as the standard security details for the current list of approved products and manufacturers. When replacing failing or malfunctioning ESS components, the Contractor shall only utilize components from the Approved Product List, *Exhibit J.8*.
- C.5.2.1** **Reserved. Intentionally Omitted**
- C.5.2.2** **Warranty.** The Contractor shall warrant all existing software & equipment systems as well as any new work for a period of one year from the date of acceptance to be free of defects in design, workmanship, and material. The Contractor shall provide all labor and materials necessary to correct any deficiencies noted in the warranty period at no additional cost to the District. Any corrective action provided shall comply with the requirements of **Section [C.5]**. Furthermore, the Contractor shall provide the COTR with copies of all equipment warranties within ten (10)-days of activation.
- C.5.2.3** **Integration Responsibilities.** At the discretion of the COTR, other contractors may install additional equipment to either system. In that event, the Contractor shall:
  - C.5.2.3.1** Perform all system administration tasks, as defined to bring the new system online and required during the warranty period.

- C.5.2.3.2** Add the new system to its service responsibilities at the end of the warranty period subject to the provisions of **Section [C.5.2.2]**.
- C.5.2.3.3** Replace components and inventory, both legacy and equipment coming off warranty.
- C.5.2.4** **Delivery Storage & Handling.** The Contractor shall ensure the following:
- C.5.2.4.1** Equipment and components arrive on site properly protected and undamaged, with packaging and labels intact.
- C.5.2.4.2** Materials and equipment are stored, managed, and protected in accordance with the manufacturers' recommendations.
- C.5.2.4.3** Additional protection is provided during handling as necessary to prevent breaking, scraping, marring and otherwise damaging products or surrounding areas.
- C.5.2.4.4** All equipment and components that are to be installed are protected from theft, vandalism, and exposure to rain, freezing temperatures, and direct sunlight.
- C.5.2.4.5** Installed equipment and components are protected from damage and use by unauthorized persons.
- C.5.2.5** *RESERVED [Intentionally Removed].*
- C.5.2.6** *RESERVED [Intentionally Removed].*
- C.5.2.7** **System Types and Configurations**
- C.5.2.7.1** **Access Control**
- C.5.2.7.1.1** DGS currently operates an RS2 access control system. The system is managed from the John Wilson Building located at 1350 Pennsylvania Avenue NW. The system controls all devices in the city and consists of a RS2 access IT Server communicating with RS2 M5 bridge hardware and servers/storage/NVRs/DVRs over the District's WAN.
- C.5.2.7.1.2** All security devices are wired to M5 bridge controllers strategically located (usually in LAN or Telco closets) in buildings throughout the city.
- a. At least one M5 in each facility is connected to the District's LAN.
  - b. Other M5s may be connected in a daisy-chain fashion to an M5 on the LAN.
  - c. Each M5 is equipped as necessary with a CPU board (PX, PXN or PXNplus), one or two 8-reader (8RP) boards, an input board (20DI) and an output board (16DOR).
  - d. All monitored and controlled devices are directly wired back to the M5 panel except devices associated with card reader-controlled doors.
  - e. All alarm devices monitored from the M5 are supervised with dual 1K resistors at the device.

- C.5.2.7.1.3** Readers are connected to legacy GE components as well as RS2 components. It is estimated that 60% of the existing hardware is connected to a HID controller, in 30% it is a WIU-2 and in 10% (recent additions) it is a WIU-4.
- a The locking device, REX PIR, door contact and reader are connected to the door controller which is wired back to a port on the 8RP daughter card in the M5.
  - b Except where required by code, all locking devices are fail-secure.
- C.5.2.7.1.4** Most card readers are either standard HID ProxPro readers with the addition of HID multiclass and GE PIV/FIPS 201 compliance.
- C.5.2.7.1.5** Access cards are standard HID 26-bit proximity cards.
- C.5.2.7.2 Security Management System**
- C.5.2.7.2.1** Access control, alarm management, video management, credentialing and other functions are integrated through RS2 located on a single server in each system.
- C.5.2.7.2.2** Maintaining the city's credentialing system, operated through RS2, is part of this scope of work.
- C.5.2.7.3 CCTV**
- C.5.2.7.3.1** Buildings equipped with CCTV systems contain a combination of analog and IP CCTV cameras connected to on-site GE, Milestone, or Aventura head-end infrastructure including servers, storage, DVRs, etc.
- C.5.2.7.3.2** Each head-end infrastructure is network connected allowing live and recorded playback through the various system interfaces (Milestone, Aventura CWS, GE Facility Commander).
- C.5.2.7.3.3** At several sites, multiplexers split the video signals to Pelco switches, sized for the facility, and/or on-site monitoring stations.
- C.5.2.7.4 Intercom**
- C.5.2.7.4.1** Buildings equipped with intercom systems may contain multiple systems.
- C.5.2.7.4.2** The systems range from one master station and one substation to four substations and three master stations.
- C.5.2.7.4.3** The Wilson Building and Unified Command Center are equipped with Stentofon intercom systems with exchanges located in the security equipment racks.

**C.5.2.7.5 Optical Turnstiles**

**C.5.2.7.5.1** PSD has equipped selected facilities with various optical turnstiles systems.

**C.5.2.7.5.2** Buildings equipped with optical turnstiles must be serviced and maintained per manufacturer's requirements.

**C.5.2.7.6 Elevator Control**

**C.5.2.7.6.1** It is the responsibility of the Contractor to interface with all elevator manufacturers and service firms with respect to elevator control.

**C.5.2.7.6.2** The Contractor shall coordinate with respective elevator control company when testing, servicing, modifying, or reprogramming elevator control configurations.

**C.5.2.7.7 Other Systems & Components**

Other components include but are not limited to:

**C.5.2.7.7.1** Readers used to arm/disarm security components.

**C.5.2.7.7.2** Elevator hall call readers allowing only card holders to call elevators to the floor.

**C.5.2.7.7.3** Optical/barrier turnstiles with readers & control panels.

**C.5.2.7.7.4** Monitored doors.

**C.5.2.7.7.5** Glass break detectors.

**C.5.2.7.7.6** Duress alarms.

**C.5.2.7.7.7** Motion detectors.

**C.5.2.7.7.8** Emergency phone (intercoms) towers.

**C.5.2.7.7.9** Power supplies and battery units.

**C.5.2.7.7.10** Fence protection system.

**C.5.3 Project Manager**

The Contractor shall designate a Project Manager to be responsible for all work performed under this contract including preventive maintenance, emergency service, additions and changes, and system conversion. This individual shall:

**C.5.3.1** Manage the day-to-day aspects of the work.

**C.5.3.2** Be available to PSD and for all meetings and consultations.

- C.5.3.3 Issue reports and status indications as and when required by PSD.
- C.5.3.4 Be empowered to make decisions for the Contractor regarding prices, deliveries, workforce, and schedules for all aspects of the work.
- C.5.3.5 This individual shall be separate from the systems administrator and back-up system administration personnel.
- C.5.3.6 The Contractor shall ensure that all technical personnel working on this contract will be certified by the respective manufacturer of the access control, optical turnstile, intercom, CCTV, and DVR equipment.
- C.5.3.7 The Contractor shall coordinate with the Office of the Chief Technology Officer (OCTO) to ensure LAN/WAN connectivity and compatibility.

**C.5.4 Software Maintenance & Support**

- C.5.4.1 The Contractor shall maintain and keep current on behalf of the District, all applicable application software licenses, and maintenance agreements.
- C.5.4.2 The Contractor shall advise the COTR of all software upgrades, updates, and patches as they are issued by the manufacturers and advise the COTR about the merits and risks of the enhancements included in each release.
- C.5.4.3 The Contractor shall provide all software upgrades, updates and patches selected by the COTR for loading by OCTO.
- C.5.4.4 The Contractor shall provide unlimited telephone software support to the COTR and PSD staff during regular business hours.
- C.5.4.5 The Department will provide the Contractor with VPN connectivity to the to the RS2 system to aid in remote diagnostics and assistance. The Contractor shall sign a VPN User Agreement with OCTO which shall be for up to three Tokens that are tied to the individual.

**C.5.6 Reserved – Intentionally Omitted**

**C.5.7 CERTIFICATIONS, LICENSES & TRAINING REQUIREMENTS**

The Contractor shall staff at all times throughout the life of the contract key personnel who demonstrate the qualifications and technical competence necessary to perform the District’s requirements as described herein. Upon the COTR’s request the Contractor shall furnish proof of the following:

- i. The Contractor shall be authorized, factory trained, and certified by RS2 Systems for system deployment and sustainment. The Contractor shall be a current RS2 Level 3 certified company.

- ii. The Contractor shall be currently authorized, factory trained, and certified by Milestone Systems. The Contractor shall be a “Milestone Platinum” level partner.
- iii. The Contractor shall be authorized, factory trained, and certified by Assa Abloy as an Authorized Channel Partner for Integrated Wiegand Products. The Contractor and its employees shall have documentation of all current Integrated Wiegand Product Training Certification.
- iv. The Contractor shall hold a current Security Alarm Dealer License as issued by the District Department of Consumer and Regulatory Affairs (DCRA).

**C.5.7.1 Licensing, Accreditation and Registration**

The Contractor and all of its subcontractors and sub consultants (regardless of tier) 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.5.7.2 Conformance with Laws**

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department’s Procurement Regulations and all statutes laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

**C.5.8 Completion Schedule**

Time is of the essence with respect to the contract. As such, the contractor shall dedicate such personnel and other resources as are necessary to ensure that the required services are completed on time and in a diligent, skilled, and professional manner. All purchase, installation and integration services shall be completed by September 30<sup>th</sup>, 2022.



## SECTION D PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant contract shall be governed by **Article No. 2**, Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016 *Exhibit J.1*

## SECTION E INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by **Article No. 5**, Inspection of Supplies, and **Article No. 6**, Inspection of Services, of the Government of the District of Columbia's Department of General Services Standard contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016 *Exhibit J.1*.

## SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

The term of this contract shall be for a period beginning from the date of execution by the Contracting Officer's (CO) signature (as specified on page 1, Block 20C of this contract) through September 30, 2022.

**F.1.2 Letter contract** (*if and where applicable*): The Parties acknowledge that certain services described in Section C of this Contract were performed pursuant to the Letter Contract ("Letter Contract") between the Parties dated [Contract Effective Date]. Pursuant to the terms of the Letter Contract, upon execution of this Contract by the Department (the "Contract Effective Date"), the Letter Contract shall automatically terminate and shall merge into and be superseded by this Contract. The Parties agree that any services provided or work performed pursuant to the merged Letter Contract, and prior to the Contract Effective Date, shall be governed by the terms and conditions of this Contract.

**F.2. *RESERVED [Intentionally Omitted]***

### F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contracting Officers Technical Representative ("COTR") identified in **Section [G.9.2]** in accordance with the following:

The Contractor shall provide to the COTR within 48 hours of award, a delivery timetable with expected lead times for all sites classified as high priority and medium priority in accordance with **Exhibit J.11-List of Locations and Priority Locations** shall be operational, and ready to be integrated into the city wide ESS platform by September 30<sup>th</sup>, 2022.

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

## SECTION G

### CONTRACT ADMINISTRATION

#### G.1 INVOICE PAYMENT

**G.1.1** The Department 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 Department 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

The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The E-invoicing vendor helpdesk number (202) 741-5200 and email is [dcvendor.help@dc.gov](mailto:dcvendor.help@dc.gov). The Contractor must indicate the proper PO number on all invoices. 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 Quick Payment Act.

**G.2.1** Prior to creating the payment request described above, the Contractor shall submit a proper invoice on a monthly basis or as otherwise specified in [Section G.4]. Invoices shall be prepared and submitted to the COTR identified in [Section G.9]. The District shall not be required to pay invoiced amounts or corresponding interest payments for invoices that are not properly prepared as required under this contract.

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice substantially in the form of *Exhibit J.4 "Form of Invoice"*:

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

**G.2.2.2** contract number and invoice number;

**G.2.2.3** Department's Purchase Order (PO) number;

**G.2.3.4** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.5** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.6** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- G.2.2.7 Name, title and phone number of the individual preparing the invoice;
- G.2.2.8 Name, title, phone number and mailing address of person; if different from the person identified in **Section [G.9.2]** below to be notified in the event of a defective invoice; and
- G.2.2.9 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 Payments on Partial Deliveries of Services**

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

- a. The CO determines that 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:
  - i. "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in **Section [B.4.1]**".
  - ii. "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
  - iii. "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in **Section [B.4.1]**"; and
- c. Presentation of a properly executed invoice.

**G.4.2 Reserved – [Intentionally Omitted]**

**G.4.3 Payment for Equipment, Parts and or Materials**

Payment for approved equipment, parts and or materials will only be considered and made after the CO has determined the price to be reasonable, allowable, and allocable in accordance with Chapter 33 (contract Cost Principles) of DCMR Title 27; and the following are complete: (i) the Contractor provides the Department with a written

estimate (“Quote”) outlining the itemized cost of all parts and or materials required to complete the subject repair or replacement services.

**G.4.3.1** The Quote shall include, but is not limited to, itemized parts, manufacture name, part number, direct vendor cost of parts, estimated shipping and arrival of parts (ii) the Contracting Officer’s Technical Representative (“COTR”) approval of the Quote; and (iii) the Contracting Officer issues authorization (e.g. Notice to Proceed) in written form (e.g. email authorization and or written Task Order contract instrument).

**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(s), is/are 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 Department 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 seven (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 ten (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** 3<sup>rd</sup> 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 thirty (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 Department 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 Department 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 Department is a party. The Department 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 Department only by Contracting Officers “CO(s)”. The contact information for the COs is as follows:

**Domonique L. Banks**

Contracting Officer  
Supervisory Contract Specialist  
Department of General Services  
2000 14<sup>th</sup> Street N.W. | 4<sup>th</sup> Floor  
Telephone: (202) 365-6721  
E-mail: [domonique.banks@dc.gov](mailto:domonique.banks@dc.gov)

**George G. Lewis, CPPO**

Chief, Contracts & Procurement  
Chief Procurement Officer  
Department of General Services  
2000 14<sup>th</sup> Street N.W. | 4<sup>th</sup> Floor  
Telephone: (202) 478-5727  
E-mail: [george.lewis@dc.gov](mailto:george.lewis@dc.gov)

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

**G.8.1** The CO is the only person(s) authorized to approve changes in any of the pricing, costs or requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9** **CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE / (“COTR”)**



- G.9.1** The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Department's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the COTR is:
- ALAN G. COLEMAN**  
Supervisory Physical Security Specialist  
Department of General Services/ Threat Management Section  
64 New York Avenue NE 4<sup>th</sup> Floor  
Washington, DC 20002  
Desk: 202-698-8100 | Cell: 202-369-2260  
[Alan.Coleman2@dc.gov](mailto:Alan.Coleman2@dc.gov)
- G.9.3** The COTR shall NOT have the authority to:
1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
  2. Grant deviations from or waive any of the terms and conditions of the contract;
  3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
  4. Authorize the expenditure of funds by the Contractor;
  5. Change the period of performance; or
  6. Authorize the use of Department property, except as specified under the contract.
- G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the

Department, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 ORDERING CLAUSE – *Reserved – [Intentionally Omitted]***

## 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 PREVAILING WAGE

#### H.2.1 Department of Labor Wage Determination

The Contractor shall be bound by the *Wage Determination No. 2015-4281, Revision No.:23, dated 28-April-2022*, 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 **Exhibit J.2**. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **Article 25 of the SCP**.

#### H.2.2 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 – (**Exhibit J.3**).

### 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) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

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

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

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

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

**H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment

Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

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

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

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

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

**H.6** **DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**  
The key personnel, if specified in the contract, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

**H.7** **AUDITS AND RECORDS**

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

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

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

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

## **H.6.4 Comptroller General**

**H.6.4.1** 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.6.4.2** This section 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.6.5 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.6.6 Availability.** The Contractor shall make available at its local office at all reasonable times the records, materials, and other evidence described in clauses H.6.1 through H.6.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the contract, 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.6.7** The Contractor shall insert a clause containing all the terms of this clause, including this **Section [H.6.7]**, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That is 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 **Section [H.6.5]** of this clause.

## **H.8 ADVISORY AND ASSISTANCE SERVICES**

This contract is a “nonpersonal 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.9 SUBCONTRACTING REQUIREMENTS**

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

**H.9.1.1** For all contracts in excess of \$250,000, at least 50% 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 50% 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 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.5** 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, 50% 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:

- a. The name and address of each subcontractor;
- b. A current certification number of the small or certified business enterprise;
- c. The scope of work to be performed by each subcontractor; and
- d. 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.9.6**      **Notices**

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

## **H.9.7**      **Enforcement and Penalties for Breach of Subcontracting Plan**

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

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

**H.9.7.3**      If the CO determines the Contractor’s failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **Article 8 of the SCP, Default**.

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

**H.10.1**      The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“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** *Reserved – [Intentionally Omitted]*

**H.12** **CONTRACTOR RESPONSIBILITIES**

In addition to the requirements and obligations as stated in this IFB/contract, the Contractor shall:

**H.12.1** At all times and during performance under this contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.

**H.12.2** The Contractor shall be responsible for providing services in accordance with the requirements of this contract.

**H.12.3** The Contractor shall be responsible for obtaining any and all licenses and permits necessary for the performance of this contract.

**H.12.4** The Contractor shall furnish all equipment needed for the performance of the work under the resultant contract. All equipment must be properly guarded and meet all applicable OSHA standards.

**H.12.5** 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.12.6** *If and where applicable*, the Contractor shall furnish all MSDS for any materials used in the performance of this contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.

## **H.12.7 Bond Requirements**

### **H.12.7.1 Payment and Performance Bond**

**H.12.7.1.1** The Contractor will be required to post a Performance and Payment Bond (**Exhibit J.8**) having a penal value of 35% of the Contract value, at the time the Agreement is executed.

**H.12.7.1.2** The Contractor shall provide to the Department a payment bond and performance bond, each with a penal sum equal to 35% of the subject Contract period price. Such bond shall remain in full force and effect until the Contract period reaches term and the Department shall be able to draw upon such bond regardless of the amount paid by the Department to the Contractor, even if such amount exceeds the penal value of such bond.

**H.12.7.1.3** All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties.

## **H.12.8 Allowable Subcontracting Requirements**

**H.12.8.1** The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this contract.

**H.12.8.2** It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

**H.12.8.3** Once the Subcontracting Plan is approved by the Department's Contracting Officer, changes to the plan shall only occur with the prior written approval of the Contracting Officer and the Director of Department of Small and Local Business Development ("DSLBD"). The Contractor shall notify the District Contracting Officer, in writing, of its intent to terminate any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately.

**H.12.8.3.1** If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this contract.

**H.12.8.3.2** The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

**H.12.10 Staff Attire and Identification**

**H.12.10.1** The Contractor’s staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor’s employees.

**H.12.10.2** The Contractor’s staff shall wear identification badges at all times. The identification badges shall provide company logo, employee’s name, and employee photograph.

**H.12.10 Safety Requirements – *if and where applicable***

**H.12.10.1** The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.

**H.12.10.2** 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.12.10.2.1** Back support devices

**H.12.10.2.2** Eye protection

**H.12.10.2.3** Hearing protection

**H.12.10.2.4** Hand protection

**H.12.10.2.5** Head protection

**H.12.10.2.6** Foot protection

**H.12.10.3** *Reserved – [Intentionally Omitted]*

**H.12.10.4** 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.12.10.5** 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.12.10.6** The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.
- H.12.11 Fire Prevention**
- H.12.11.1** 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.12.11.2** The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of the Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.
- H.12.11.3 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.12.12 Delivery of Services - *RESERVED [Intentionally Omitted]***
- H.12.13 Communication**  
At its own expense, the Contractor shall provide electronic pagers, transportable cellular telephones, or any other telecommunication devices adequate to effectively provide a communication link to District officials especially in emergency situations when the need to get hold of contractor personnel is greatest. The names of the individual officers and the telephone numbers for their respectively assigned pager and telephone number shall be provided to the Contracting Officer and the COTR at the start of the period of performance.
- H.12.14 Accident Reports**  
The Contractor shall immediately notify the COTR of any accidents on the job site arising from the performance of the Statement of Work – Section C that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.
- H.12.15 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.12.16 Suspension of work**
- H.12.18.1** 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.12.16.2** 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.12.16.3** 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.12.16.4** 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.12.18.5** In the event services are provided for portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

**H.12.16 Contract Completion or Termination**

**H.12.16.1** 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 COTR within thirty (30) calendar days after contract completion or termination.

**H.13 ANTI-DEFICIENCY ACTS**

The obligations and responsibilities of the Department under the terms of the contract, or any subsequent Agreement entered into pursuant to this contract or referenced herein (to which the Department is a party), are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, 1511-1519 (2004) (the “**Federal ADA**”), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.) (the “**D.C. ADA**” and (i) and (ii) collectively, as amended from time to time, the “**Anti-Deficiency Acts**”); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the Department in anticipation of an appropriation by Congress for such purpose, and the Department’s legal liability for payments and other charges under this contract shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress. **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 UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

**H.14 FREEDOM OF INFORMATION ACT**

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

function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in **Section [G.10]** who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with *D.C. Official Code §2-532* and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**H.15 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.16 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.17 WAY TO WORK AMENDMENT ACT OF 2006**

**H.17.1** Except as described in **Section [H.17.8]** 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.17.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage.

**H.17.3** 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.17.4** 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.17.5** The Contractor shall provide a copy of the Fact Sheet attached as **Exhibit J.3** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **Exhibit J.3** 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.18.6** 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.18.7** 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.18.8** 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 (when and where applicable), 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 Agreement s 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 Agreement s 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 Healthcare 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 Agreement s between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.18.9**

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.

## **SECTION I CONTRACT CLAUSES**

### **I.1 GOVERNING LAW**

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

### **I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard contract Provisions for use with District of Columbia Government, Department of General Services Supplies and Services Contracts dated January 14, 2016 (SCP) are incorporated as part of the contract.

### **I.3 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.4 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 Office.

### **I.5 CONTINUITY OF SERVICES**

**I.5.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.5.1.1** Furnish phase-out, phase-in (transition) training; and

**I.5.1.2** Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

**I.5.2** The Contractor shall, upon the Contracting Officer's written notice:

**I.5.2.1** Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

**I.5.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a

date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval.

**I.5.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**I.5.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**I.5.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract

## **I.6 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.7 ESTIMATED QUANTITIES**

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

## **I.8 DISPUTES**

All disputes arising under or relating to the contract shall be resolved as provided in the Standard contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 14, 2016 ("SCP"), Article 14: Disputes *Exhibit J.1*.

## I.9

### 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 **Section [I.8] - Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
  - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

## I.10

### NON-DISCRIMINATION CLAUSE

- I.10.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause.) The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- I.10.2** 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:
- I.10.3** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination, which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act.
- I.10.4** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
- a) employment, upgrading or transfer;
  - b) recruitment, or recruitment advertising;
  - c) demotion, layoff, or termination;
  - d) rates of pay, or other forms of compensation; and
  - e) selection for training and apprenticeship.
- I.10.5** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting agency, setting forth the provisions in paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.
- I.10.6** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b) (2).
- I.10.7** 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.

**I.10.8** 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.

**I.10.9** The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

**I.10.10** The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b) (1) through (b) (9) of this clause, so that such provisions shall be binding upon each subcontractor.

**I.10.11** 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.11 RIGHTS IN DATA**

**A. Definitions**

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

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products

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

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

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

## **B. Title to Project Deliverables**

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall 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 hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

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

## **D. Subcontractor Rights**



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

**E. Source Code Escrow**

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

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

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

**F. Indemnification and Limitation of Liability**

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

**I.12 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.13 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.14 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 affected 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.

The vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using

Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

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. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor’s employees which result in a loss to the District. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

6. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
7. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
8. 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.

9. 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 **via e-mail only** to:

**The Government of the District of Columbia**

**Domonique L. Banks C/O Kianna Shepherd**

Contracting Officer

Goods and Services

Department of General Services

Telephone: (202) 360-7207

E-mail address: [kianna.shepherd@dc.gov](mailto:kianna.shepherd@dc.gov)

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

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

**I.15 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 ***Exhibit J.22***. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

**I.16 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.17 TIME**

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

**I.18 ORDER OF PRECEDENCE**

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

**“ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract documents
- (3) Department of General Services Standard contract Provisions for Services and Supplies dated, January 2016
- (4) contract attachments and Exhibits other than the Standard contract Provisions
- (5) IFB, as amended
- (6) Contractor’s Bid



**SECTION J  
EXHIBITS**

The following list of exhibits is incorporated into this IFB by reference.

EXHIBIT NUMBER	DOCUMENT	REFERENCE/ COMPLIANCE
<b>EXHIBITS TO THE IFB</b>		
<b>J.1</b>	Government of the District of Columbia’s Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016	<i>Ref.</i>
<b>J.2</b>	U.S. Department of Labor Wage Determination 2015-4281, Revision 23 Dated 28-April-2022	<i>Ref.</i>
<b>J.3</b>	Way to work Amendment Act of 2006 - Living Wage Notice & Fact Sheet	<i>Ref.</i>
<b>J.4</b>	Form of Invoice	<i>Ref.</i>
<b>J.5</b>	<i>RESERVED [ Intentionally Omitted]</i>	<i>Ref.</i>
<b>J.6</b>	<i>RESERVED [ Intentionally Omitted]</i>	<i>Ref.</i>
<b>J.7</b>	<i>RESERVED [ Intentionally Omitted]</i>	<i>Ref.</i>
<b>J.8</b>	Approved Product List	<i>Ref.</i>
<b>J.9</b>	Vendor Bid/Proposal Submission Portal Instructions	<i>Ref.</i>
<b>J.10</b>	Bid Form	<i>Bid</i>
<b>J.11</b>	List of Locations and Priority	<i>Ref.</i>
<b>REQUIRED COMPLIANCE DOCUMENT</b>		
<b>J.12</b>	Payment and Performance Bond	COMPLIANCE
<b>J.13</b>	Bidder/Offer Certification <i>revised September 2021</i>	COMPLIANCE
<b>J.14</b>	Department of Employment Services First Source Employment Agreement	COMPLIANCE
<b>J.15</b>	Department of Employment Services First Source Employment Plan	COMPLIANCE
<b>J.16</b>	DSLBD SBE Subcontracting Plan Form	COMPLIANCE
<b>J.17</b>	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85	COMPLIANCE
<b>J.18</b>	Certificate of Clean Hands – <a href="https://mytax.dc.gov/">https://mytax.dc.gov/</a> /	COMPLIANCE

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

**K.1** Bidder/Offeror Certification Form *Exhibit J.13*

**K.2** **WALSH-HEALEY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the “Act”, as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

**K.3** **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)**

**K.3.1** Definitions. As used in this provision:

**K.3.1.1** **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

**K.3.1.2** **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

**K.3.1.3** **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

**K.3.1.4** **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**K.3.1.5 Employee:** means an employee of a contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

**K.3.1.6 Individual:** means an bidder/contractor that has no more than one employee including the bidder/contractor.

**K.3.2** The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor’s policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by **Section [K.3.2(1)]** of this clause;
- (4) Notify such employees in writing in the statement required by **Section [K.3.2(1)]** of this clause that, as a condition of continued employment on this contract, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the CO in writing within 10 days after receiving notice under **Section [K.3.2(4)(b)]** of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under **Section [K.3.2(4)(b)]** of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Take appropriate personnel action against such employee, up to and including termination; or

- b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of **Section [K.3.2 (1)]** through **[K.3.2 (6)]** of this clause.

**K.3.3** The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

**K.3.4** In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of **Sections [K.3.2] or [K.3.3]** of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

## SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 METHOD OF AWARD

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

The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

### L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 This solicitation will be conducted electronically using the Department's Vendor Bid/Proposal Submission Portal Website. To be considered, a bidder must submit its bid via the Vendor Bid/Proposal Submission Portal Website before the closing date and time. Paper, telephonic, telegraphic, and facsimile bids will not be accepted.

#### L.2.1.1 Vendor Bid/Proposal Submission Portal web address:

[DGS Vendor Submission Portal Hyperlink  
https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2](https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2)

L.2.2 All compliance documents shall be submitted as a .pdf file and the bid form(s) shall be completed and submitted substantially in form of **Exhibit J.10** *in the original Microsoft .xlsx format*. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The District will reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.2.4 Bidders shall make no changes to the requirements set forth in the solicitation.

L.2.5 The bidder must bid on all CLINs within an aggregate award group to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

L.2.6 Bidders shall complete, sign, and submit all Representations, Certifications, Compliance Documents and Acknowledgments as appropriate.

L.2.7 Each [Compliance Document](#) must be complete, prepared and organized into a .pdf document:

- i. Bidder/Offeror Certification revised *September 2021* – **Exhibit J.13**
- ii. DOES 1<sup>st</sup> Source Agreement – **Exhibit J.14**
- iii. DOES 1<sup>st</sup> Source Employment Plan – **Exhibit J.15**
- iv. DSLBD Subcontracting Plan Form – **Exhibit J.16**
- v. DOES EEO Policy and Report – **Exhibit J.17**
- vi. Certificate of District City-wide Clean Hands  
*The taxpayer must self-generate and provide the agencies with the Clean Hands Certificate from the OTR self-service portal located at – [mytax.dc.gov](http://mytax.dc.gov)*

**L.3 FAMILIARIZATION WITH CONDITIONS**

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

**L.4 QUESTIONS ABOUT THE SOLICITATION**

If a prospective Bidder has any questions relating to this solicitation, the prospective Bidder shall submit the question(s) to the attention of the contract Specialist, Kianna Shepherd through the *Departments' Bid/Proposal Submission Portal* [[Instructions for use of the portal can be found in Exhibit J.9](#)]. The prospective bidder should submit questions no later than *close of business on Wednesday, May 25, 2022*. The District will furnish responses via addenda issued to the solicitation and posted to the Department's Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. **Oral explanations or instructions given by District officials before the award of the contract will not be binding.**

It is each potential bidder's responsibility to frequently visit DGS' Contracts & Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain any and all addenda issued once they have received a copy or downloaded a copy of the solicitation.

## L.5 PRE-BID CONFERENCE

A Pre-Bid **Webinar Event** will be held at **2:00PM EST on Monday, May 23, 2022.**

### Registration Link:

<https://dcnet.webex.com/dcnet/j.php?RGID=r79ed1c5b1aea4d67c05a1cf53b4df09b>

### Event link:

<https://dcnet.webex.com/dcnet/j.php?MTID=m6477374957684ee7989f77dea5650027>

**Event No.:** 2311 233 1137

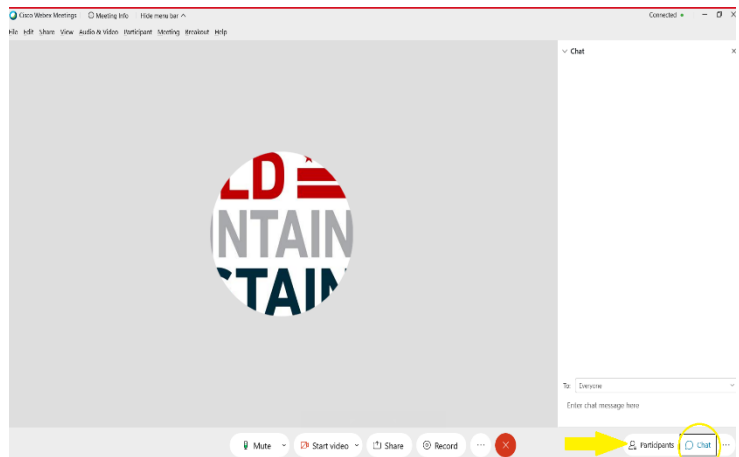
**Event Password:** rtYyYK6he63 *Case Sensitive*

**Join by Phone:** +1-202-860-2110 United States Toll (Washington D.C.)  
1-650-479-3208 Call-in number (US/Canada)

**Access Code:** 2311 233 1137

**L.5.1** If the Webinar has not started yet, you will be placed in a queue until the host starts the webcast. If you join the call after it has started, the system will automatically join you to the call; an audible beep will come over the line to indicate a new participant has joined. To exit the Webinar, simply hang up and or exit.

**L.5.2** Prospective Bidders will be given an opportunity to ask questions regarding this solicitation during the Webinar by using the virtual chat room feature (see example diagram). The purpose of the Webinar is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation.



**L.6 FACILITY SITE VISIT/WALK-THRU – *RESERVED [Intentionally Omitted]***

## L.7 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation in Block 13 “Acknowledgement of Amendments”, **Section [A]**. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder’s failure to acknowledge an amendment may result in rejection of its bid.

## L.8 SIGNING OF BIDS

**L.8.1** The Contractor shall sign the bid and print or type its name on the Solicitation **Section [A]** Blocks 19A, 19B and 19C, 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.8.2** 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.9** **Reserved – [Intentionally Omitted]**

**L.10** **LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.10.1** Name, address, telephone number and federal tax identification number of bidders;

**L.10.2** 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.10.3** 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.11** **BID SUBMISSION DATE AND TIME**

Bids must be submitted into the Department’s Vendor Bid/Proposal Submission Portal system no later than the closing date and time. The system will not allow late bids, modifications to bids, or requests for withdrawals after the exact closing date and time.

**L.11.1** **Electronic Bid Submission**

**L.11.1.1** Bids must be submitted into the Department’s Vendor Bid/Proposal Submission Website (Submission Instruction – **Exhibit J.9** no later than [10:00 a.m. on Friday June 3, 2022.](#)

**Vendor Bid/Proposal Submission Portal:**

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

**Solicitation ID:**



DCAM-22-NC-IFB-0006

**Project Name:**

Purchase and Installation of Electronic Security Devices for Various District Locations

**Designated contract Specialist:**

Kianna Shepherd

**NOTE:** Bidders may group attachments when submitted and attaching to (1) of the (3) attachments. Uploaded files may not exceed 100MB for 2 of the attachments and 50MB for the third attachment.

**L.11.1.2** Hand-delivered, postal services delivery, email, telephonic, telegraphic, and or facsimile Bids will **not** be accepted or considered for award.

**L.12 WITHDRAWAL OR MODIFICATION OF BIDS**

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

**L.13 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.13.1 Late Submissions**

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

**L.13.2 Late Modifications**

In accordance with Title 27 DCMR Chapter 15 Section 1524.4, 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.14 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.

**L.15 PUBLIC BID OPENING**

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate. The Department will host a **Webinar** public bid opening at **2:00 p.m. on Friday June 3, 2022.**

**Registration Link:**

<https://dcnet.webex.com/dcnet/j.php?RGID=r50a344e3a1ffc707ce86814f0818969>

**Event link:**

<https://dcnet.webex.com/dcnet/j.php?MTID=m760048b127d424d2c9f8b2bc37b6349f>

**Event No.:** 2303 141 8017

**Event Password:** t4Cpu353nrP *Case Sensitive*

**Join by Phone:** +1-202-860-2110 United States Toll (Washington D.C.)  
1-650-479-3208 Call-in number (US/Canada)  
**Access Code:** 2303 141 8017

**L.15.1** The public bid opening will be held via a WebEx as noted above in **Section [L.15]**. To participate in the WebEx for the subject IFB public bid opening, on the date and time specified above, please utilize the embedded hyperlinks to automatically direct you to the virtual WebEx pre-registration and meeting room. You will be prompted to provide the event number listed above and then the event password. Please remember the meeting password is case sensitive.

**L.15.1.1** If the Webinar has not started yet, you will be placed in a queue until the host starts the webcast. If you join the call after it has started, the system will automatically join you to the call; an audible beep will come over the line to indicate a new participant has joined. To exit the Webinar, simply hang up and or exit.

**L.16** **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 at the time set for receipt of initial Bids shall be filed with the Board prior to 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 the 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.17** **REQUIREMENT FOR AN ELECTRONIC COPY OF BIDS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the Bid submission requirements in **Section [L.2]** above, the bidder must submit an electronic copy of its Bid, *redacted* in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the bidder's Bid must be submitted along with the electronic copy submission outlined in **Section [L.2]**. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District Bids following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful Bids will be subject to applicable FOIA exemptions.

**L.18** **Reserved – Intentionally Omitted**

**L.19** **RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.19.1** Bidders who include in their bid data that they do not want to be 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 Bid if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).**"

**L.19.2** 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.20** **Reserved – Intentionally Omitted**

**L.21** **RETENTION OF BIDS**

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

**L.22** **BID COSTS**

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.23** **Reserved – Intentionally Omitted**

**L.24** **GENERAL STANDARDS OF RESPONSIBILITY**

The prospective Contractor shall demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective Contractor must submit with its bid all relevant documentation as outlined and stipulated below.

**L.24.1** To be determined responsible, a prospective Contractor must demonstrate that it:

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

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

**L.24.2** If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

**L.25 SPECIAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate in its Bid to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, **the prospective Contractor must submit the documentation listed below, with its Bid** (and, any additional information at the request of the CO by the date and time specified by request.

**L.25.1** The name, address, telephone number and fax number of a representative of the Contractor’s bank. Attach a letter of reference from the bank indicating the current balance on all accounts, and the length of time that the Contractor has been a customer of such bank. Contractor will provide such other information that would demonstrate the

Contractor's ability to fund the operations that are the subject of this IFB. (For example, existing line(s) of credit or letter of intent for financing from a bank or lender.)

- L.25.1.1** Financial statements, including balance sheets, statement of income and changes in financial position of the Contractor, for the last five fiscal years. While audited statements are strongly preferred, if audited statements are not available, Contractor will provide financial statements certified by a Certified Public Accountant ("CPA").
- L.25.1.2** Evidence of the ability to comply with the required or proposed performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.25.1.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills, or the ability to obtain them.
- L.25.1.4** Evidence of a current Dun & Bradstreet Summary (i.e., within the past 30 days). If a Dun & Bradstreet Summary is not available, state the reason and the CO shall determine if the information supplied, withheld and or unavailable is sufficient to deem the Bidder either responsive and responsible for non-responsive and non-responsible.
- L.25.1.5** Evidence of compliance with the applicable District licensing and tax laws and regulations (Certificate of Clean Hands).
- L.25.1.6** The bidder shall furnish with its bid a list of all Key Personnel including but not limited to the Project Manager, in accordance with **Section C.5.3**.

## **L.25.2 CERTIFICATIONS, LICENSES AND TRAINING REQUIREMENTS**

- L.25.2.1** The Contractor shall staff at all times throughout the life of the contract key personnel who demonstrate the qualifications and technical competence necessary to perform the District's requirements as described herein. The bidder shall furnish with its bid, proof of the following:
  - i. Bidder shall be a current RS2 Level 3 certified company. Bidder must submit evidence it is authorized, factory trained, and certified by RS2 Systems for system deployment and sustainment by providing a minimum of four (4) **current** RS2 Personnel Training Certificates.
  - ii. Bidder must submit evidence that it is currently authorized, factory trained, and certified by Milestone Systems as an "Advanced Certified" company for system deployment and sustainment. Bidder must provide a minimum of two (2) **current** Milestone Training Certificates for two (2) separate individuals – one (1) **current** Certificate for Milestone Professional and one (1) **current** Certificate for Milestone Advanced.
  - iii. Bidder must submit evidence it is authorized, factory trained, and certified by Assa Abloy as an Authorized Channel Partner for Integrated Wiegand Products. Bidder shall provide evidence of current Integrated Wiegand Product Training Certification.

- iv. Bidder must provide a copy of their current Security Alarm Agent/Dealer License as issued by the District Department of Consumer and Regulatory Affairs (DCRA).

## SECTION M EVALUATION FACTORS

### **M.1. Preferences for Certified Business Enterprises**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District 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.
- M.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 (CBE) is entitled 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 CBEs.

**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 Small 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 small business enterprise.

**M.1.4.2**      Any bidder seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 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.