

**0.FORM OF CONTRACT FOR
Preventative Maintenance, Repairs, Rentals, Relocation and Installation
Services for Generators**

DCAM-17-NC-0022

This contract for Preventative Maintenance, Repairs, Rentals, Relocation and Installation Services for Generators ("Agreement") is entered into by and between the District of Columbia government acting by and through its **DEPARTMENT OF GENERAL SERVICES** ("Department") and **[INSERT CONTRACTOR NAME]** ("Contractor").

WITNESSETH:

WHEREAS, the Department of General Services ("Department" or "DGS") issued a Request for Proposal ("RFP") to engage a Contractor to provide Preventative Maintenance, Repairs, Rentals, Relocation and Installation Services for Generators;

WHEREAS, the Contractor submitted a proposal in response to the RFP, and the Department wishes to engage the Contractor to provide the requested services;

WHEREAS, the Department desires that the Contractor provide the services specified herein for one (1) year from date of award, with four (4) one year option periods;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties to this Agreement agree as follows:

Agreement:

SECTION 1 SCOPE OF WORK

The Department is seeking qualified Contractor(s) that specialize in providing generator preventive maintenance, repairs, rentals, and relocation related services, as contemplated below, for various District facilities. In general, the selected Contractor(s) shall be required to provide all supervision, materials, tools, supplies, equipment, transportation and labor necessary to perform the required Services twenty-four (24) hours a day, seven (7) days a week including Holidays and weekends. The Contractor(s) shall conduct all activities and perform all work consistent with: (i) the applicable specifications and requirements recommended by the OEM; (ii) Industry Standards; and (iii) in compliance with 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 collectively, "Applicable Laws"). All Services herein shall be performed by qualified, DCRA Licensed Electrical Contractor, certified technicians, trained to service equipment on which they work. Any work that may be completed by a helper or apprentice will be allowed only under the direct supervision of a qualified and DCRA Licensed Master Electrician.

Section 1.1 Services

The selected Contractor(s) shall be required to provide Preventive Maintenance Services, Repair Services, Rental Services, and Relocation Services (collectively, the “Services”) with respect to the generators within their awarded Facilities Group. Such Services shall be performed in the manner set forth below.

Section 1.2 Preventive Maintenance Services: The Contractor(s) shall provide each of the services set forth below (collectively, the “Preventive Maintenance Services”). With respect to the generators within its awarded Facilities Groups, the Contractor(s) shall perform such inspections and comprehensive preventive maintenance services together with any other services recommended by the generators’ manufacturer (collectively, the “PM Services”).

- i. All maintenance work shall be performed on a scheduled and systematic basis. All maintenance shall be performed in accordance with the scheduled level due (monthly, semi-annual or annual).
- ii. In all cases, all generators shall be maintained to manufacturer’s specifications, kept in proper working order and in compliance with all applicable Federal, State and local laws and codes.
- iii. All work will be performed by journeymen mechanics, journeymen electricians, and other trained personnel as required, properly trained and qualified to perform this type of work in strict accordance with these specifications or the manufacturer’s recommendations, whichever is more stringent.
- iv. Within fifteen (15) days of award, the Contractor will submit to the COTR, for approval, its proposed schedule for PM Services (monthly, semi-annual or annual) with respect to all of the generators within its awarded Facilities Group.
 - a) The Department reserves the right to add, remove or revise any location or generator at its sole discretion. If additional locations or generators are added to this contract, the Contractor shall submit pricing for maintenance services and DGS will amend the contract accordingly.
- v. All PM Services will be paid based on the fixed fully loaded flat PM Service rates in accordance with ***Attachment A - Contractor’s Price***.
- vi. If during the preventative/scheduled maintenance services, the Contractor determines the need for repair or replacement of parts, the scope of which extends beyond the assigned preventative maintenance tasks, the Contractor shall promptly notify the DGS COTR and or his/her representative and shall not proceed until approved by DGS and in accordance with **Section B.3..**
- vii. The Contractor shall perform all inspections and comprehensive preventative maintenance “PM Services” during the hours of 6:00 a.m. and 8:00 p.m. Monday through Friday, excluding Holidays, unless otherwise approved by the Department. Should the Contractor need to

continue scheduled PM services and or repairs during weekends and or a Holiday in order to maintain the required schedule, the Contractor shall obtain the Department's approval from the COTR and or his/her representative.

- viii. The Contractor shall maintain service records for all work completed for each generator.
 - a) Upon completing its PM Services, the Contractor(s) shall provide a checklist of services performed and a written report to the COTR within twenty-four (24) hours to the Department through its Salesforce.com online work management system, following the completion of such services. The report shall (i) detail all generators and related components inspected, tested and cleaned, (ii) list repairs recommended (the "PM Repairs"), (iii) state the condition of such generators, and (iv) set forth pertinent information about each Emergency generator such as the specific generator type, year, make, model, serial number, KW, and fuel capacity, current condition, system needs, and components' condition applicable to each Facility.

Section 1.3 Repair Services: The Contractor(s) shall perform all PM Repairs and On-Call Repairs to the generators within its awarded Facilities Group, as needed ("Repair Services"). As a result of Preventive Maintenance Services, the Contractor may determine that certain repairs are required to restore generators to satisfactory operability, as per manufacturer's performance standards.

- i. In such situation, the Contractor will be responsible for assessing the repairs required, and providing an itemized repair quote based a time and material itemization in accordance with the fixed fully loaded hourly labor rates as specified in the *Attachment A - Contractor's Pricing*.
- ii. Upon written approval by the COTR, the Contractor(s) shall proceed with the PM repairs work. The repair shall be coordinated with the COTR, and upon completion of the repair (and prior to submitting its invoice for payment), the Contractor must have its work inspected by the COTR or the COTR's designee.
- iii. All PM repairs shall be completed within twenty-four (24) hours of the initial PM Service date unless otherwise approved and or instructed by the COTR.

Section 1.4 On-Call Emergency Repair Services: In the event of an Emergency Generator's failure, the Contractor(s) shall provide the necessary repairs to return the affected Emergency Generator back to normal operation ("On-Call Repairs").

- i. The Contractor will be responsible for assessing the repairs required, and providing an itemized repair quote based on the fixed fully loaded hourly labor rates in accordance with the *Attachment A - Contractor's Pricing*. Compensation will be on a time and material basis, all quotes shall include replacement part cost and any mark-up shall not exceed 10% of Contractors cost.

- ii. Upon written approval by the COTR, the Contractor(s) shall proceed with the On-Call repair work. After completion of the On-Call repairs (and prior to submitting its invoice for payment), the Contractor must have its work inspected by the COTR or the COTR's designee.
- iii. All On-Call Repairs shall be completed within twenty-four (24) hours of the Contractor's initial On-Call assessment (or, in the case of an Emergency, within two (2) hours of such assessment), unless otherwise instructed by the COTR.

Section 1.5 Rentals Services: In the event that during a power outage, an Emergency Generator at a Facility fails to perform and the estimated repair time exceeds two (2) hours (a "Prolonged Outage"), if requested by DGS, the Contractor(s) shall be DCRA licensed (a Solicitor or General Business License) to provide DGS with a rental generator (as a temporary replacement) and, install and maintain such generator, all in the manner set forth below (the "Rental Services");

- i. **Rental Installation:** Upon the occurrence of a prolonged outage, with DGS' approval, the Contractor shall, transport, deliver and install a rental generator that is sufficient to provide emergency power to the Facility. In addition, the Contractor shall after installation test such generator to ensure its proper operation. Prior to providing rental services, the Contractor shall submit for the COTR's approval a written quote based on the rental rates provided in *Attachment A - Contractor's Pricing*. The rental service rates shall include (i) purchasing any required fuel for such generator during such rental period, (fuel cost will be compensated on a cost reimbursement basis) and (ii) any other associated expenses of the Contractor, or to be charged to DGS, with respect to the rental services (including the transportation, installation, testing, insurance, servicing, de-installation, and return of generator). All rental services shall be carried out by the Contractor(s) in accordance with OEM, Industry Standards, and Applicable Laws.
- ii. **Rental Maintenance:** After installation, Contractor(s) shall provide and maintain sufficient fuel for the rented generators during the entire period of the Prolonged Outage, or until the affected Emergency Generator becomes operational of whichever occurs first (fuel cost will be compensated on a cost reimbursement basis).
- iii. **Rental De-installation:** Within two (2) hours after the Prolonged Outage has ended or the affected Emergency Generator becomes operational (whichever occurs first), the Contractor(s) shall uninstall the rented generators and shall be responsible for the transport and return of such generator.

1.6 Relocation Services: At the COTR's request, the Contractor shall provide comprehensive relocation and installation services of Generators and related components between various DGS Facilities as set forth below (the "Relocation Services"):

- i. **Relocation Requirement:** From time to time, when an Emergency Generator at a Facility fails to perform, DGS may require an operational Emergency Generator to be relocated from one Facility to another Facility.

- ii. **Relocation Installation/De-installation Services:** When instructed by the COTR, the Contractor(s) shall de-install an Emergency Generator from one Facility, and either (i) transport and deliver it to a designated Facility and then install and test it for proper operation at such designated Facility, or (ii) transport and deliver it to a site designated by DGS for storage. The Contractor shall provide all labor, equipment, materials, and tools to properly de-install, transport, deliver, install and test such Emergency Generator. Prior to performing its Relocation Services, the Contractor shall submit a written quote and price to the COTR for approval. The pricing for the relocation shall include the cost of (i) de-installing the Emergency Generator, (ii) transporting and delivering such generator to another Facility, (iii) installing and testing such generator, and (iv) any other associated costs of the Contractor related to the performance of its Relocation Services hereunder. Upon written approval by the COTR, the Contractor(s) shall provide the Relocation Services. Any such Relocation Services hereunder by the Contractor(s) shall be done in accordance with OEM, Industry Standards, and Applicable Laws.

SECTION 1.7 TECHNICAL REQUIREMENTS/SPECIFICATIONS:

Section 1.7.1 Regulatory Compliance: In addition to complying with the requirements outlined in the Scope of Work, the Contractor shall at a minimum the Contractor and its employees shall obtain and maintain, at all times, all applicable permits, licenses, authorizations and/or certificates needed to perform the Services as required by Applicable Laws. A copy of these documents must be provided to the COTR upon request.

- i. Supply a sufficient number of vehicles/trucks, equipment, tools, labor and supplies needed to perform all of the Services required of it in an expedient manner including, without limitation maintaining (or having access to) an ample supply of replacement parts for normal preventive maintenance, repairs, and replacement of Equipment and related components.
- ii. The Contractor shall provide all Services in a manner consistent with Industry Standards, if any, and in accordance with all applicable Federal, State and Local laws.

Section 1.7.2 Parts and Materials: The Contractor shall furnish any needed repair parts for use in the repair and maintenance of generators and related components. Unless otherwise authorized by the COTR, all repair parts shall be equal quality to or exceed and conform, to the original equipment installed. However, if any such emergency generator is under warranty, the Contractor shall utilize OEM replacement parts. If the Contractor is unable to obtain such parts, it shall obtain DGS's approval before utilizing a non-OEM part. Notwithstanding the above, to the extent applicable, all parts or components purchased by Contractor shall meet Energy Star specifications for energy efficiency. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products. The purpose of this requirement of Energy Star qualified

equipment is to reduce both the Facilities' overall electrical consumption and the greenhouse gas emissions related to power generation and usage.

Section 1.7.3 Response Times: The Contractor(s) shall (i) respond to all On-Call Emergency Repair Requests by telephone within a one (1) hour period, (ii) arrive at the site of any emergency within two (2) hours from the initial request, and (iii) provide repair quote(s), in the event of a non-Emergency, within twenty-four (24) hours from arriving on-site. In the event of an Emergency, the Contractor shall provide the repair quote(s) within two (2) hours from arriving on the site.

- i. On-Call Emergency Repair Services shall be provided twenty-four hours (24) a day, 7 days a week including all weekends and Holidays. Notwithstanding any the foregoing, (i) DGS requires that any facility shall not be without power for a period of not more than four (4) hours, and (ii) if the Contractor(s) fails to meet the response times more than two (2) times during any 30-day period, the Department reserves the right to terminate the contract for default.
- ii. Point of Contact: Once the Department determines that repair work is needed the Department will contact the Contractor. The Contractor shall provide the Department with a Point-of-Contact, available twenty-four (24) hours per day, and seven (7) days per week including all weekends and holidays.

Section 1.7.4 Warranty: All items installed/provided under any work and or Task Order resulting from this RFP must include a minimum of a two (2) year warranty including labor, materials, and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by DGS.

- i. In connection with the Contractor's repair of then existing Generators, the Contractor shall guarantee all of its repair work as described herein. If the Contractor has been informed that its repair work has failed to correct the initial problem, the Contractor shall repair such faulty equipment, or related parts, at no additional cost to DGS. In this case, the Contractor's subsequent repairs shall be guaranteed for the additional period going forward.
 - a) The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- ii. In connection with the installation of new Generators and parts, the Contractor shall provide DGS with all manufacturers' warranties.
 - a) In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

- b) Contractor shall assign any warranties and guarantees to DGS and provide the Contractor's Warranty for Labor and Installation to DGS along with all Manufacturers' Warranty documents.

Section 1.7.5 Form of Quote: Any quotes required of the Contractor (including for Repair Service, Rental Services, and Relocation Services) shall be prepared by the Contractor, utilizing the its fixed fully loaded labor rates in a format consistent with **Attachment A – Contractor's Pricing**. Preparation of quote(s) shall be at no charge to the District. The Contractor must submit a quote, and have it approved by the COTR, prior to commencing any work hereunder.

- i. **Right to Solicit Other Quotes:** If at any time the Department receives from the Contractor a quote (or proposal) that it deems, in its sole discretion, unreasonable or otherwise unsatisfactory (whether due to pricing, quality, timing or any other reason), the Department reserves the right to refuse having the Contractor to service any/all Generators and related components at any time. In addition, the Department also reserves the right to (i) solicit quotes (or proposals) from any other third parties, and (ii) engage such third parties to perform Services, on its behalf, without any penalty to Contractor.
- ii. **Pricing/Mark-Ups:** The price charged for the materials shall be based on actual cost, less all applicable discounts to the Department, and in no event, shall the price exceed the Contractor's sale price to its most-favored customer for the same item in like quantity, or the current market price, whichever is lower. If it is determined that replacement parts are needed, the cost of these parts shall be added to the invoice at cost with no greater than a ten (10%) percent mark-up on the cost of parts and materials. The invoice shall include unit pricing and an itemized list of all replacement parts used. When repairs are needed, the inspection shall be of no cost to DGS.

Section 1.7.6 Clean-Up: All work areas shall be left in broom swept condition after completing work. The Contractor shall ensure that no refuse, rubbish, empty cans, scrap materials, rags, and other discarded materials and debris shall be left at the work area or buried or burned on the job site. Such items shall be removed from the site by the Contractor and properly disposed of in a licensed landfill (or such other location permissible by Applicable Laws). Upon completion of the work but before final acceptance, the Contractor shall remove all surplus material, false work or temporary structures including foundations. The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials and cartons and legal disposal of such material.

- i. The Contractor shall take every precaution to maintain adequate protection of all their work from damage, and shall protect both the public and the Department's property from any harm or damage arising in any way from the performance of Services by the Contractor.

- ii. Work sites shall be appropriately designated by any necessary signage/barriers including signs, caution tape, etc. as required to protect areas.
- iii. The Contractor shall ensure that all work areas shall be maintained in a neat, orderly and workman-like appearance at all times.
- iv. The Contractor shall dispose of daily all hazardous waste in accordance with all Applicable Laws. At no time, shall the use of dumpsters or trash receptacles be allowed at any location. There shall be no dumping of materials in or around District of Columbia buildings or facilities.
- v. The Contractor shall take all the necessary precautions to prevent fire hazards and spontaneous combustions.

Section 1.7.7 Worksite Safety: The Contractor shall ensure all personnel safety, including Sub Contractors and equipment, comply with the requirements and standards of the Occupational Safety and Health Act, as amended from time to time (OSHA). Appropriate personal protective equipment shall be provided to and used by all employees while performing work. The Contractor shall take every precaution at all times for the protection of persons and their property that may come on the work site or be affected by the Contractor's operation and give immediate notice to the COTR, or the Department's designee, of any condition deemed hazardous to any persons.

- vi. The Contractor shall provide all safeguards and suitable barricades to protect public and adjacent property.
- vii. The Contractor shall repair or remove unsafe items and clean unsanitary areas.
- viii. The Contractor shall remove abandoned items and any items serving no useful purpose, such as abandoned parts, wiring and electrical devices.
- ix. The Contractor shall remove unsuitable or extraneous materials such as abandoned equipment, and debris.
- x. The Contractor shall clean surfaces and remove surface finishes as needed to install new work and finishes.
- xi. The Contractor shall design and provide all necessary temporary terminations and redirects of utility services (electrical power) to the facility to the satisfaction of the COTR.
- xii. The Contractor's employees shall be subject to background checks. If there is suspicion of drug use (erratic or suspicious behavior) by an employee, the Department reserves the right to request, at any time, that such individual be removed from project.
- xiii. The Contractor shall not disturb portions of the Facilities outside of those areas in which the Services are required.
- xiv. The Contractor shall keep driveways, loading areas, and entrances serving premises clear and available to District employees, the public, and emergency vehicles at all times. The Contractor shall not use these areas for parking or storage of materials, and schedule deliveries to minimize use of driveways and entrances.

- xv. The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- xvi. The Department may appoint other entities or representatives to manage, on its behalf, the day-to-day activities for the execution work.

Section 1.7.8 Delivery: Delivery services shall be provided at the flat-rate fee as per the *Attachment A – Contractor’s Pricing*. All delivery schedules shall be coordinated with the COTR.

Section 1.7.9 Reporting: Within five (5) business days after completion of work, the Contractor shall provide the COTR with a full report (“Report”) of any Emergency Generator serviced. The Contractor shall submit all Reports, with updates, to the Department through its “SalesForce” online work management system with respect to the performance of its services. These reports will also include summaries, notes, pictures, and any other information requested by the Department, as well as record the following information:

- i. The date and time of initial contact,
- ii. The date and time of the arrival and departure of mechanic,
- iii. The full name of mechanic and credentials,
- iv. The full explanation of the problem, and
- v. The steps taken to resolve and/or repair the problem.

SECTION 1.8 QUALIFICATIONS:

Each bidder shall submit evidence with its proposal satisfactory to DGS that such bidder can fulfill the requirements of the contract. Such evidence must include the following, but need not be limited to:

- I. Proof that a bidder is authorized and certified to repair nationally recognized name brand manufacturers of the types of Equipment within Equipment Group that an Offeror is submitting a bid on, or such bidder has the ability, if required by DGS, to utilize a subcontractor with such authorizations and certifications to perform repairs.
- II. Proof that a bidder is duly licensed with the D.C. Department of Consumer and Regulatory Affairs as a “Master Electrician.”
- III. DGS may make such investigations as it deems necessary to determine the qualifications of any bidder and its ability to perform the Services, and all bidders shall promptly furnish to DGS all such evidence and information for this purpose as DGS may request. In addition, DGS reserves the right to reject any bid if the evidence submitted by, or the investigation of, the bidder fails to satisfy DGS that such bidder is properly qualified, competent and capable, in all respects, to perform the Services in accordance therewith. No award shall be made to any bidder whose submitted background information, when investigated and verified

by DGS, raises significant questions as to its ability to successfully complete the Services.

SECTION 1.9 KEY PERSONNEL:

The Contractor shall provide skilled electrical certified/licensed journeyman and apprentice to complete all projects including but not limited to, electrical services, renovations, additions, demolition, fire damage, portable classroom additions, and/or modifications at any District of Columbia Government facilities and or work site where applicable.

SECTION 1.10 DELIVERABLES

EXISTING REPORTS AND LICENSE AGREEMENTS

DELIVERABLES	TIMELINE DUE DATE
Generator Status Report	Five (5) business days from completion Contractor Must provide the COTR
COTR Meeting	Monthly or Biweekly COTR meeting to be scheduled by COTR
Master Electrician's License	Upon request from the COTR
Business License	Upon request from the COTR
Contractor License	Upon request from the COTR
LSDBE Certification	Upon request from the COTR

SECTION 2 CONTRACTOR'S FEES

Section 2.1 Contract Type.

The contract(s) pursuant to this Request for Proposal ("RFP") will be an Indefinite Delivery, Indefinite Quantity ("IDIQ") contracts. The Contractor(s) sole compensation will be based on fixed unit prices for service and fixed labor rates for repairs as quoted on the Bid Form (Attachment B) as described in Section B – Scope of Work (SOW). The Department will order and the Contractor shall deliver a minimum of \$250.00 and a maximum of \$950,000.00 in preventative maintenance, repairs, rentals, relocations and installation services for generators during the contract period.

SECTION 3 TERM

Section 3.1 Term

The term of this Agreement shall begin on the Date of Award and end one (1) year thereafter.

Section 3.2 Option Years

The Department shall have the right to unilaterally extend the term of this agreement for four (4), one (1) year option periods or successive portions thereafter. The Department shall give the Contractor preliminary, written notice of its intent to exercise an option period at least thirty (30) days in advance of the contract expiration. The Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Department prior to the expiration of the Contract.

Section 3.2.1 Option Years Pricing

In the event the Department exercises its option to extend the term of the Agreement to cover the Option Period(s), the fixed, fully loaded hourly rates applicable to such Option Year(s) are set forth in the ***Bid Form Attachment A***

Section 4 Payments

Section 4.1 Invoicing. The Contractor shall bill the Department on a monthly basis. Each such invoice shall itemize all of the work performed during the invoice period. The Contractor shall submit invoices electronically to the DGS EASI Pay Portal located on the DGS Website: <https://dgs.onbaseonline.com>.

All Contractors are required to register for access to EASI Pay. For assistance with the registration process, technical assistance and/or additional instructions please contact the Portal Help Desk at (301) 563-3025. 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.

Section 4.2 Supporting Documentation. The Contractor shall submit with each invoice cost backup supporting such invoice.

Section 4.3 Right to Withhold Payments. The Department will notify the Contractor within fifteen (15) calendar days after receiving any invoice for payment of any defect in the invoice or the work which may result in the Department's declining to pay all or a part of the invoiced amount. The Department may withhold payment from the Contractor, in whole or part, as appropriate, if

- a. the work is defective and such defects have not been remedied; or
- b. the Department has determined that the Contractor's progress has fallen behind the Project Schedule, and the Contractor fails, within five calendar

days of the Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or

- c. the Contractor has failed to pay subcontractors promptly or has made false or inaccurate certifications that payments to Subcontractors or Suppliers are due or have been made; or
- d. the Contractor is otherwise in substantial breach of the Contract (including, without limitation, failures to comply with these Special Provisions).

Section 4.4 The Department's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment under the contract. The legal liability on the part of the Department for the payment of any money shall not arise unless and until such appropriations have been provided.

Section 5 **Subcontracts**

Section 5.1 **Subcontracts.** The Contractor shall perform the work with its own forces. In the event that the Contractor desires to engage one or more subcontractors to assist with the work, it shall advise the Department and obtain the Department's written approval of any such subcontractor. All subcontractors shall be required to comply with the insurance requirements set forth herein. In addition, the Contractor shall be responsible for all work performed by the subcontractors and shall assume the risk of the subcontractors' non-performance.

Section 5.2 **Subcontracted Work.** For all work, the Contractor's compensation will be based on the rates established in Attachment A, and thus, such rates must be sufficient to cover the cost of subcontracting in the event the Contractor plans to satisfy its contractual obligations through subcontracting.

Section 6. Economic Inclusion Requirements

Section 6.1 **SBE Utilization.** The Contractor shall comply with the following:

Section 6.1.1 **Mandatory Subcontracting Requirements.**

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

(b) If there are insufficient SBEs to completely fulfill the requirement of Section 1 (a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided,

however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

(c) 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 Section 61.1 and Section 6.1.2 of this clause.

a.

(d) Except as provided in Section 6.1 (e) and 6.1 (g), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

(e) A prime contractor that 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, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

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

(g) 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.

Section 6.1.2 Subcontracting Plan.

If the prime contractor is required by law to subcontract, it shall subcontract at least 35% of the dollar volume of Contract in accordance with the provisions of Section 6.1.1 The subcontracting Plan shall be submitted as part of the Contractor's Task Order proposal and may only be amended with the prior written approval of the DGS Contracting Officer (CO) and

Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan 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.

Section 6.1.2.1 Copies of Subcontracts.

If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit fully executed copies of all subcontracts identified in the subcontracting plan to the CO, PM, District of Columbia Auditor and the Director of DSLBD within twenty-one (21) days of the execution of a Task Order.

Section 6.1.2.2 Subcontracting Plan Compliance Reporting.

If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, PM, 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.

Section 6.1.3 Annual Meetings. Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, PM, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

Section 6.1.4 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.

Section 6.1.5 Enforcement and Penalties for Breach of Subcontracting Plan.

- 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.
- b) 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.
- c) 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 Section 10 of the Contract.

Section 7 First Source Agreement

Section 7.1 Upon execution of the Contract, the Contractor and all its member firms, if any, and each of its Subcontractors shall submit to the Department a list of current employees that will be assigned to the Contract, the date they were hired and whether or not they live in the District of Columbia.

Section 7.2 The Contractor and its constituent entities shall comply with subchapter III of Chapter 11 Title 1, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services ("DOES") prior to beginning Work at the Project site.

Section 7.3 The Contractor shall maintain detailed records relating to the general hiring of District of Columbia and community residents.

Section 7.4 The Contractor shall be responsible for: (i) including the provisions of this Section 7.2 in all subcontracts; (ii) collecting the information required in this Section 7.2 from its Subcontractors; and (iii) providing the information collected from its Subcontractors in any reports required to be submitted by the Contractor pursuant to this Section 7.2.

Section 8 Contracting Officer (CO)

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

George G. Lewis, CPPO

Associate Director/Contracting Officer
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, DC 20009

Section 8.1 Contracting Officer's Technical Representative (COTR).

The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These include:

- (a) 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;
- (b) Coordinating site entry for Contractor personnel, if applicable;
- (c) Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- (d) Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- (e) Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, and equipment) and invoice or vouchers.
- (f) The contact information of the COTR is:

LaShelle Jenkins
Maintenance Service Manager
Contracts Services Unit
DC Department of General Services
Franklin Reeves Center
2000 14th Street NW, 5th Floor
Washington, DC 20009
Desk 202-454-3046
Cell 202-329-4230
Lashelle.jenkins@dc.gov

Section 9 Changes

- Section 9.1 Changes Authorized.** The Department may, without invalidating the contract, and without notice to or approval of any surety, order changes in the Work, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Contractor via written Change Order.
- Section 9.2 Executed Change Directive/Order Required.** Changes to the Contract may be made only by a written Change Order executed by the Department. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. 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 Contracting Officer.
- Section 9.3 Prompt Notice.** In the event the Contractor encounters a situation which the Contractor believes to be a change to this contract, the Contractor shall provide the Department with prompt written notice of such event and the possible impact such event could have on cost and schedule. All such notices shall be given promptly, considering the then applicable situations, but in no event more than ten (10) calendar days after encountering the situation. The Contractor acknowledges that the failure to provide such notice in a timely manner could limit or eliminate the Department's ability to mitigate such events, and thus, the Contractor shall not be entitled to an adjustment in the event it fails to provide prompt notice. The Contractor shall include provisions similar to this provision in all of its subcontracts.
- Section 9.4 Executed Change Orders Final.** The Contractor agrees that any Change Order executed by the Department and the Contractor constitutes its full and final adjustment for all costs, delays, disruptions, inefficiencies, cumulative impact, accelerations, schedule impacts, or other consequences arising from the change in question, whether a Change Event, or from any claimed cumulative effect of changes made to the date of the Change Order, and that no further adjustments in compensation or time shall be sought or made with respect to the Change Directive or the Change Event giving rise to the Change Order.
- Section 9.5 Failure to Agree.** If the Contractor claims entitlement to a change in the contract, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the contract, as it determines are appropriate pursuant to the terms of this Contract. The Contractor shall proceed with the Work and the Department's directives, without interruption or delay, and may make a claim as provided in Section 12 of this Contract. Failure to proceed due to a dispute over a change request shall constitute a material breach of the contract and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.
- Section 9.6 Indemnification.**

Section 9.6.1 Violation of Laws. If the Contractor violates laws or regulations that govern the Project, the Contractor shall take prompt action to correct or abate such violation and shall indemnify and hold the Department and its consultants, representatives, agents, servants and employees harmless against any fines, and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Contractor, the Contractor shall indemnify and hold the Department and its consultants, representatives, agents and employees harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder, that arise or result from such violation.

Section 9.6.2 Guarantee of Work. The Contractor shall indemnify and hold harmless the Department and its consultants, representatives, agents, servants and employees from and against any and all claims, causes of action, losses, costs, expenses or damages, including, but not limited to, attorney's fees, of any kind or nature whatsoever, arising from or relating to: (i) negligent acts or omissions; (ii) any bodily injury, including sickness, disease or death; (iii) or any property damage that results from or arises out of the work performed by the Contractor; (iv) or by or in consequence of any neglect in safeguarding the Work; (v) or through the use of unacceptable materials in the Work; (vi) or resulting from any act, omission, negligence, or misconduct of the Contractor, any of his subcontractors, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

Section 9.6.3 Non-Professional Services. In addition, other than claims arising out of the performance of professional services, the Contractor shall indemnify and hold harmless the Department, the Department's Designated Representative, the Department's officers, agents, servants and employees from and against third-party claims, liabilities, demands, losses, damages, judgments, costs, or expenses, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent such claims are caused by acts or omissions of the Contractor under this Agreement or arising out of the Contract Work.

Section 10 Termination.

Section 10.1 Termination for Convenience

The Department may at any time terminate this Contract, in whole or specified part, for convenience. In such an event, the Contractor shall be entitled to receive compensation for services performed through the effective date of termination in accordance with the terms of this Contract. In no event, however, shall the Contractor be entitled to recover lost profits or opportunity costs on the unperformed portion of work.

Section 10.2 Termination for Default

The Department may, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) If the Contractor fails to perform the services within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with the terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorized in writing) after receipt of notice from the Contracting Officer specifying such failure..

Section 11 Claims and Dispute Resolution.

Section 11.1 Notice of Claim. If the Contractor wishes to assert a claim over a contract dispute, the Contractor shall provide written notice of the claim to the Department Contracting Officer pursuant to the procedures in section 4732 of the Department of General Services (“DGS” or “Department”) procurement rules (27 DCMR 4732) and section 1004 of the District's *Procurement Practices Reform Act of 2010* (PPRA) (D.C. Official Code section 2-361.06(a) (2)) (2011 Repl.).

Section 11.2 Contents of Notice of Claim. The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. If the amount of time, compensation, or other damages sought is not reasonably ascertainable at the time, the Contractor shall so state, explain why, and provide whatever estimates it can reasonably provide. The notice shall state clearly that the Contractor intends to assert a claim against the Department.

Section 11.3 Appeal Procedures. All claims arising under or in connection with the Contract or its breach, or relating to the Project, whether framed in contract, tort or otherwise, and which are not resolved via the claims process, may be resolved by filing an appeal with the District of Columbia Board of Contract Appeals in accordance with Title X of the *Procurement Practices Reform Act of 2010* (PPRA). However, if a third party brings any claim against the Department, including, without limitation, claims of infringement of patents, copyrights or other intellectual property rights, the Department may bring an action for defense or indemnification against the Contractor in the court in which such claim is being litigated.

Section 12 Insurance

Section 12.1 Required Insurance. The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

- a. Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance written on an occurrence basis to be in an amount not less than Two Million Dollars (\$2,000,000.00) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000.00) from the aggregate of all occurrences within each policy year. The policies shall contain blanket contractual coverage (including coverage for the indemnity clauses to be provided under the Contract) and completed operations coverage (for 3 years beyond completion of the Work).
- b. Workers' compensation providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.
- c. Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000.00) for each occurrence for bodily injury and property damage.

Section 12.2 Additional Insureds. Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured the Department and the District of Columbia and shall not be cancelable or reduced without thirty (30) calendar days' prior written notice to the Department.

Section 12.3 Waiver of Subrogation. All such insurance shall contain a waiver of subrogation against the Department and its respective agents.

Section 12.4 Strength of Insurer. All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than a then-current rating of "A-" or better and a financial size category of Class XV or higher. All such insurers shall be licensed/approved to do business in the District of Columbia.

Section 12.5 Certificates of Insurance. The Contractor shall submit a certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Keith R. Giles
Contract Specialist
Contracts and Procurement
Department of General Services
2000 14th Street NW, 8th Floor
Washington, DC 20009
T: 202-671-2445
keith.giles@dc.gov

Section 13 Miscellaneous Provisions.

- Section 13.1 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.
- Section 13.2 Standard Contract Provisions.** The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated January 14, 2016 ("SCP") are incorporated by reference as part of this contract.
- Section 13.3 Service Contract Act Provision.** The Contractor agrees that the work performed under this Contract shall be subject to the Service Contract Act. The wage rates applicable to this Contract are attached as *Attachment* ____.
- Section 13.4 Living Wage Act.** The Contractor agrees that the work performed under this Contract shall be subject to the District of Columbia Living Wage Act, *Attachment* ____.
- Section 13.5 False Claims Act.** The Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in D.C. Code § 2-308.14.
- Section 13.6 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.
- Section 13.7 Buy American Act Provision.** The Contractor shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.
- Section 13.8 Anti-Deficiency Act.** The Department's obligations and responsibilities under the terms of the Contract are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. The Contract shall not constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. In accordance with § 446 of the Home Rule Act, D.C. Code § 1-204.46, no District of Columbia Official is authorized to obligate or expend any amount under the contract unless such amount has been approved, is lawfully available and appropriated by act of Congress.
- Section 13.9 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 11, who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the 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.

Section 13.10 Licensing, Accreditation and Registration. The Contractor(s) and all of its subcontractors and subconsultants (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. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

Section 13.11 Conformance with Laws. It shall be the responsibility of the Contractor(s) 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, including but not limited to the Service Contract Act.

Section 13.12 Time is of the Essence. Time is of the essence with respect to the contract. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the services are completed on-time and in a diligent, skilled, and professional manner.

Section 13.13 Retention of Records: Inspections and Audits.

Section 13.13.1 The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Contract in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Contract.

Section 13.13.2 The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Department and the required cost submissions in effect on the date of execution of the Department.

Section 13.13.3 The Department, the District of Columbia government, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Contractor for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection.

Section 13.13.4 The Contractor agrees to include the wording of this Section 16 in all its subcontracts in excess of Five Thousand Dollars (\$5,000.00) that directly relate to Project performance.

Section 13.13.5 Audits conducted pursuant to this Section will be in accordance with generally accepted auditing standards with the results prepared in accordance with generally accepted accounting principles and established procedures and guidelines of the applicable reviewing or audit agency.

Section 13.13.6 The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Section 13.13.7 The Contractor shall preserve all records described herein from the effective date of the Contract completion and for a period of seven (7) years after a final settlement. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

Section 14 Gratuities and Officers Not to Benefit Provisions

Section 14.1 If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Department or the District with a view toward securing the Contract or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract and may pursue such other rights and remedies provided by law and under the Contract.

Section 14.1.2 In the event the Contract is terminated the Department shall be entitled:

- a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and
- b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.
- c) no member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all Contracts entered into by the Contracting Officer of the Department in which he or any officer or employee of the Department shall be personally interested as well as all Contracts made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the Contract if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimis.

Section 14.2 Ethical Standards For Department's Employees And Former Employees.

The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

Section 14.3 Publicity. The Contractor shall at all times obtain the prior written approval from the Contracting Officer before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

Section 14.4 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Contract is intended to be severable.

Section 14.5 The Contractor and the Contractor's employees shall perform the services specified herein as independent contractors, not as employees of the government and 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 related to the performance of this contract.

Section 15 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 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:

This Contract document

- b. Contract Exhibits other than the Standard Contract Provisions
- c. Contractor's Proposal dated _____
- d. The RFP dated March 9, 2017, as amended
- e. District of Columbia Department of General Services Standard Contract Provisions dated January 14, 2016
- f.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed by its duly authorized representative.

DEPARTMENT OF GENERAL SERVICES

(INSERT NAME)

By: _____
Name: _____
Title: _____
Date: _____