

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**INVITATION FOR BIDS**

**Solicitation Number: DCAM-18-NC-0075  
ART INSTALLATION SERVICES**

**This IFB is designated only for certified small business enterprise (SBE) Contractors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended. ONLY Contractors that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE are eligible.**

**Date Issued:** May 3, 2018

**Deadline for Questions** May 7, 2018 at 4:00pm

**Bid Due Date:** May 10, 2018 by 2:00 p.m.

**Bid Opening:** May 10, 2018 2:30pm

**Delivery of Bids:** Department of General Services  
Attn: George G. Lewis  
Associate Director, Contracts and Procurement  
2000 14<sup>th</sup> Street NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 727-2800

**Contact:** James H. Marshall  
Contract Specialist  
Department of General Services  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20009  
(202) 202 664-0416  
[james.marshall@dc.gov](mailto:james.marshall@dc.gov)

DCAM-18-NC-0075  
Art Installation Services

AWARD/CONTRACT		1a. Caption <b>Art Installation Services</b>	Page of Pages	
		1b. Market Type <b>SBE Set-Aside</b>	<b>1</b>	<b>55</b>
2. Solicitation/Contract Number <b>DCAM-18-NC-0075</b>	3. Effective Date <b>See Block 18C</b>	4. Requisition/Purchase Request/Project No.		
5. Issued By: <b>Department of General Services Contracts and Procurement Division 2000 14<sup>th</sup> Street, 8<sup>th</sup> Floor Washington, DC 20009</b>		6. Administered by (If other than line 5) <b>Department of General Services Facilities Maintenance Division 2000 14<sup>th</sup> Street, 8<sup>th</sup> Floor Washington, Dc 20009</b>		
7. Name and Address of Contractor  <b>Insert Contractor</b>		8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other		
		9. RESERVED		
		10. Submit invoices as described in Section G.		
11. RESERVED		12. Payment will be made by <b>--Government of the District of Columbia Department of General Services Office of the Chief Financial Officer 2000 14<sup>th</sup> Street, 5<sup>th</sup> Floor Washington, DC 20009</b>		
13. Acknowledgement of Amendments The Bidder acknowledges receipt of amendments to the solicitation		Amendment No.		
		Date		
14. Supplies/Services/Price - See Section B				
15. Table of Contents				
Section	Description	Pages		
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Contracting Officer will complete Item 16				
16. <input type="checkbox"/> AWARD Your bid for the above referenced Solicitation including your Bid and Offer Letter and Bid Form is hereby accepted. Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein.				
17A. Name and Title of Signer (Type or print)		18A. Name of Contracting Officer George G. Lewis – Contracting Officer		
Signature		Signature		

**SECTION B**  
**CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

- B.1** The District of Columbia Department of General Services is seeking a contractor(s) to provide professional art installation services as described in Section C to complete newly renovated DGS projects.
- B.2** The District contemplates award of an indefinite delivery indefinite quantity (IDIQ) (s) with a cost reimbursement component.
- B.3** This Invitation for Bids (IFB) is designated only for certified small business enterprise (SBE) bidders under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended.

**B.4 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT**

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of \$950,000.00. The District will order at least the minimum quantity of \$250.00.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after the contract year's period of performance.

**B.5 PRICE SCHEDULE – IDIQ AND COST SCHEDULE FOR COST REIMBURSEMENT**

**THE BIDDER SHALL COMPLETE EACH OF THE PRICE SCHEDULES PROVIDED BELOW IN SECTIONS B.5.1, B.5.2, B.5.3, B.5.4 AND B.5.5 AND RETURN WITH THE BID.**

**THE HOURLY RATES TO BE PROVIDED IN SECTIONS B.5.1, B.5.2, B.5.3, B.5.4 AND B.5.5 WILL SERVE AS THE HOURLY RATES USED TO CALCULATE AND DETERMINE THE FIXED PRICE FOR EACH TASK ORDER TO BE ISSUED IN ACCORDANCE WITH SECTION G.10.**

**THE COST REIMBURSEMENT RATES PROVIDED BELOW WILL SERVE AS THE BASIS FOR DETERMINING THE COST REIMBURSEMENT AMOUNTS TO BE INCLUDED IN EACH TASK ORDER ISSUED IN ACCORDANCE WITH SECTION G.10.**

**BIDDERS'S PLEASE NOTE: ADDITIONAL PRICE SCHEDULES FOR EVALUATION PURPOSES ONLY ARE PROVIDED IN ATTACHMENT J.10. THE BIDDER SHALL FULLY COMPLETE AND RETURN THE PRICE SCHEDULES IN ATTACHMENT J.10 AND RETURN WITH THEIR BID.**

**B.5.1 BASE YEAR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>MINIMUM DOLLAR AMOUNT PER YEAR</b>	<b>MAXIMUM TOTAL PRICE PER YEAR</b>
001	Project Manager as described in C.5.1 (a)	\$_____ per Hour	<b>\$200.00 MINIMUM DOLLAR AMOUNT PER YEAR</b>	<b>\$900,000 MAXIMUM DOLLAR AMOUNT PER YEAR</b>
002	Consultant as described in C.5.1 (b)	\$_____ per Hour		
003	Art Installer as described in C.5.1 (c)	\$_____ per Hour		
004	Assistant Art Installer as described in C.5.1 (d)	\$_____ per Hour		
005	Carpenter as described in C.5.1 (e)	\$_____ per Hour		
006	Transporter as described in C.5.1 (f)	\$_____ per Hour		
007	Commissioning as described in C.5.2	Not to Exceed \$0.00	Not to Exceed \$0.00	Not to Exceed 0.00
008	Materials as described in C.5.3	Not to Exceed \$25.00	Not to Exceed \$25.00	Not to Exceed \$25,000
009	Equipment as described in C.5.4	Not to Exceed \$25.00	Not to Exceed \$25.00	Not to Exceed \$25,000
<b>Grand Total for B.5.1</b>			<b>MINIMUM DOLLAR AMOUNT \$250.00 PER YEAR</b>	<b>MAXIMUM DOLLAR AMOUNT \$950,000 PER YEAR</b>

**B.5.2 OPTION YEAR ONE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>MINIMUM DOLLAR AMOUNT PER YEAR</b>	<b>MAXIMUM TOTAL PRICE PER YEAR</b>
101	Project Manager as described in C.5.1 (a)	\$ _____ per Hour	<b>\$200.00 MINIMUM DOLLAR AMOUNT PER YEAR</b>	<b>\$900,000 MAXIMUM DOLLAR AMOUNT PER YEAR</b>
102	Consultant as described in C.5.1 (b)	\$ _____ per Hour		
103	Art Installer as described in C.5.1 (c)	\$ _____ per Hour		
104	Assistant Art Installer as described in C.5.1 (d)	\$ _____ per Hour		
105	Carpenter as described in C.5.1 (e)	\$ _____ per Hour		
106	Transporter as described in C.5.1 (f)	\$ _____ per Hour		
107	Commissioning as described in C.5.2	Not to Exceed \$0.00	Not to Exceed \$0.00	Not to Exceed 0.00
108	Materials as described in C.5.3	Not to Exceed \$25.00	Not to Exceed \$25.00	Not to Exceed \$25,000
109	Equipment as described in C.5.4	Not to Exceed \$25.00	Not to Exceed \$25.00	Not to Exceed \$25,000
<b>Grand Total for B.5.2</b>			<b>MINIMUM DOLLAR AMOUNT \$250.00 PER YEAR</b>	<b>MAXIMUM DOLLAR AMOUNT \$950,000 PER YEAR</b>

**B.5.3 OPTION YEAR TWO**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>MINIMUM DOLLAR AMOUNT PER YEAR</b>	<b>MAXIMUM TOTAL PRICE PER YEAR</b>
<b>201</b>	Project Manager as described in C.5.1 (a)	\$ _____ per Hour	<b>\$200.00 MINIMUM DOLLAR AMOUNT PER YEAR</b>	<b>\$900,000 MAXIMUM DOLLAR AMOUNT PER YEAR</b>
<b>202</b>	Consultant as described in C.5.1 (b)	\$ _____ per Hour		
<b>203</b>	Art Installer as described in C.5.1 (c)	\$ _____ per Hour		
<b>204</b>	Assistant Art Installer as described in C.5.1 (d)	\$ _____ per Hour		
<b>205</b>	Carpenter as described in C.5.1 (e)	\$ _____ per Hour		
<b>206</b>	Transporter as described in C.5.1 (f)	\$ _____ per Hour		
<b>207</b>	Commissioning as described in C.5.2	Not to Exceed \$0.00	Not to Exceed \$0.00	Not to Exceed 0.00
<b>208</b>	Materials as described in C.5.3	Not to Exceed \$25.00	Not to Exceed \$25.00	Not to Exceed \$25,000
<b>209</b>	Equipment as described in C.5.4	Not to Exceed \$25.00	Not to Exceed \$25.00	Not to Exceed \$25,000
<b>Grand Total for B.5.3</b>			<b>MINIMUM DOLLAR AMOUNT \$250.00 PER YEAR</b>	<b>MAXIMUM DOLLAR AMOUNT \$950,000 PER YEAR</b>

**B.5.4 OPTION YEAR THREE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>MINIMUM DOLLAR AMOUNT PER YEAR</b>	<b>MAXIMUM TOTAL PRICE PER YEAR</b>
<b>301</b>	Project Manager as described in C.5.1 (a)	\$_____ per Hour	<b>\$200.00 MINIMUM DOLLAR AMOUNT PER YEAR</b>	<b>\$900,000 MAXIMUM DOLLAR AMOUNT PER YEAR</b>
<b>302</b>	Consultant as described in C.5.1 (b)	\$_____ per Hour		
<b>303</b>	Art Installer as described in C.5.1 (c)	\$_____ per Hour		
<b>304</b>	Assistant Art Installer as described in C.5.1 (d)	\$_____ per Hour		
<b>305</b>	Carpenter as described in C.5.1 (e)	\$_____ per Hour		
<b>306</b>	Transporter as described in C.5.1 (f)	\$_____ per Hour		
<b>307</b>	Commissioning as described in C.5.2	Not to Exceed \$0.00	Not to Exceed \$0.00	Not to Exceed 0.00
<b>308</b>	Materials as described in C.5.3	Not to Exceed \$25.00	Not to Exceed \$25.00	Not to Exceed \$25,000
<b>309</b>	Equipment as described in C.5.4	Not to Exceed \$25.00	Not to Exceed \$25.00	Not to Exceed \$25,000
<b>Grand Total for B.5.4</b>			<b>MINIMUM DOLLAR AMOUNT \$250.00 PER YEAR</b>	<b>MAXIMUM DOLLAR AMOUNT \$950,000 PER YEAR</b>



**B.5.5 OPTION YEAR FOUR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>MINIMUM DOLLAR AMOUNT PER YEAR</b>	<b>MAXIMUM TOTAL PRICE PER YEAR</b>
<b>401</b>	Project Manager as described in C.5.1 (a)	\$ _____ per Hour	<b>\$200.00 MINIMUM DOLLAR AMOUNT PER YEAR</b>	<b>\$900,000 MAXIMUM DOLLAR AMOUNT PER YEAR</b>
<b>402</b>	Consultant as described in C.5.1 (b)	\$ _____ per Hour		
<b>403</b>	Art Installer as described in C.5.1 (c)	\$ _____ per Hour		
<b>404</b>	Assistant Art Installer as described in C.5.1 (d)	\$ _____ per Hour		
<b>405</b>	Carpenter as described in C.5.1 (e)	\$ _____ per Hour		
<b>406</b>	Transporter as described in C.5.1 (f)	\$ _____ per Hour		
<b>407</b>	Commissioning as described in C.5.2	Not to Exceed \$0.00	Not to Exceed \$0.00	Not to Exceed 0.00
<b>408</b>	Materials as described in C.5.3	Not to Exceed \$25.00	Not to Exceed \$25.00	Not to Exceed \$25,000
<b>409</b>	Equipment as described in C.5.4	Not to Exceed \$25.00	Not to Exceed \$25.00	Not to Exceed \$25,000
<b>Grand Total for B.5.5</b>			<b>MINIMUM DOLLAR AMOUNT \$250.00 PER YEAR</b>	<b>MAXIMUM DOLLAR AMOUNT \$950,000 PER YEAR</b>

## **SECTION C**

### **SPECIFICATIONS/WORK STATEMENT**

#### **C.1 SCOPE**

The District of Columbia Department of General Services is seeking a contractor(s) to provide professional art installation services as described below for complete newly renovated DGS projects. The art installation services shall ensure that various works of art are securely installed in an efficient and hassle-free manner.

#### **C.2 RESERVED**

#### **C.3 DEFINITIONS**

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

**C.3.1 Artwork** will include, but is not limited to, Photographs, framed art, pictures, whiteboards, clocks, and mirrors.

**C.3.2 Percent for Art.** The term percent for art refers to a program, often a city ordinance, where a fee, usually some percentage of the project cost, is placed on large scale development projects in order to fund and install public art. The details of such programs vary from area to area.

#### **C.4 BACKGROUND**

The DGS Percent for Art program began in 2013 to commission permanent works of art for its new schools, recreation centers, shelters and other buildings. More than 70 percent of the artwork commissioned hails from District of Columbia artists. The artwork celebrates the creative legacy of Washington DC while also honoring the history, contemporary culture and aspirations of our great city. DGS has commissioned more than 200 works (about 50 works per year) of all media, in two and three dimension and for interior and exterior installation. Similar to President Roosevelt's Works Progress Administration (WPA) as well as Percent for Art programs around the country, DGS puts local artists to work, helps expand their portfolios, introduces them to new media and collaborations with DGS architects, engineers, contractors and the community. As a result, DGS helps to conserve the legacy of DC artists and beyond with permanent installations - such artwork creating a fascinating and sublime built environment for our residents and visitors.

#### **C.5 REQUIREMENTS**

The Contractor shall provide art installation services in an efficient and hassle-free manner, securely installing the artwork in the optimum location to achieve the maximum to achieve the optimum placement solutions of the artwork. The Department expects the

commissioning of approximately 50 works of art for between six (6) and (8) eight projects annually.

### **C.5.1 Staff and Supervision**

The Contractor shall provide at a minimum the following Staff to support the successful installation of artwork

- (a) **Project Manager.** The Project Manager shall manage and supervise all aspects of the art installation including at a minimum the following:
  - 1. Ensure coordination with the artist
  - 2. Enlist Consultant to determine appropriate installation technique and optimal location for the artwork has been selected
  - 3. Ensure artwork is properly labeled and prepared in accordance with the Consultant's recommendations
  - 4. Ensure adequate Art Installers/Laborers for each installation
  - 5. Ensure Commissioning support (Section 5.2) is provided
  - 6. Ensure Materials requirements (Section 5.3) for each installation are available
  - 7. Ensure Equipment requirements (Section 5.4), as applicable, have been scheduled
  - 8. Ensure compliance with the Project Management requirements described in Section 5.5.
  - 9. Manage timelines and deliverables for each installation
- (b) **Consultant.** Provides recommendation for optimal location of art and installation technique. The Consultant shall provide on site design and consultation to ensure the optimal placement solution and location of the artwork. The Consultant shall ensure artwork is arranged and displayed in a manner creating striking, strong visuals.
- (c) **Art Installer** The Art Installer shall install artwork in accordance with the Consultant's designated installation technique and location off artwork including at a minimum the following:
  - 1. Mount various fragile artwork, ensures level,
  - 2. Ensure artwork is installed in a predetermined location.
  - 3. Ensure effective art installation; skilled in various are installation techniques including but not limited to leveling, hanging, and suspension.
- (d) **Assistant Art Installer.** The Assistant Art Installer shall assist the Art Installer with requirements described above.
- (e) **Carpenter.** Installs woodwork, such as doors, window casings, and baseboards, ready-made by a lumber mill, and provide framing upon request.

- (f) Transporter. Transports various pieces of fragile artwork, mirrors, frames etc. and maintains transportation insurance.

#### **C.5.1.1 Identification of Key Personnel.**

The Project Manager and the Consultant shall be considered key personnel ("Key Personnel"). The Contractor will not be permitted to replace any of the Key Personnel unless the Department approves the proposed reassignment and the proposed replacement.

#### **C.5.2 Commissioning Support**

The Contractor shall provide Commissioning Support, as applicable, including assisting with the requesting the creation of a Work of Art on behalf of the Department.

#### **C.5.3 Materials**

The Contractor will be reimbursed for the cost of all materials required to successfully complete each installation. This shall include framing, hanging devices, hooks, wall anchors, brackets and any other materials needed to ensure artwork is securely installed in accordance with the Consultant's designated installation method. The list of materials for each project must be approved in advanced and in writing by the COTR.

#### **C.5.4 Equipment**

The Contractor will be reimbursed at cost for equipment such as scaffolding, scissor lift, and any other specific items required and approved by the COTR in advance and in writing.

#### **C.5.5 Project Management**

##### **C.5.5.1 Quality Control**

The Contractor shall develop and provide a Quality-Control system that ensures the proper installation methodology and the quality of materials is such to prevent

##### **C.5.5.2 Licensing, Accreditation and Registration**

The Contractor and all 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.

**C.5.5.3 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 that may apply to the art installation services.

**C.5.5.4 Workhours**

DCPS Art Installations to be completed during the school year shall be installed between the hours of 3:30pm and 7:30pm while DCPS Art Installations to be completed during the summer shall be installed between the hours of 8:00am and 4:00pm. Department of Parks and Recreation Art Installations shall generally be installed between the hours of 10:00am and 4:00pm.

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

- D.1** The packaging and marking requirements for this contract shall be governed by clause number 2 of the Government of the District of Columbia Department of General Services Standard Contract Provisions (General Provisions) Supplies and Services Contracts, dated 2016. (Attachment J.1)

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause numbers 5 and 6 of the Government of the District of Columbia Department of General Services Standard Contract Provisions (General Provisions) Supplies and Services Contracts, dated 2016. (Attachment J.1)

## **SECTION F**

### **PERIOD OF PERFORMANCE AND DELIVERABLES**

#### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from date of award specified on page 1 of this contract.

#### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of four (4) one option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period(s) shall be as specified in the Section B of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years

#### **F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable described in each task order to the Contracting Officer's Technical Representative (COTR) identified in Section 9.1 with copies to the Project Manager identified in section G.9.2.

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



## **SECTION G CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

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

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

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Department of General Services  
Office of the Controller/Agency CFO  
2000 14<sup>th</sup> Street NW, 5<sup>th</sup> Floor  
Washington, DC 20009

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;

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

**G.2.2.8** Authorized signature.

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

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

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

### **G.4 PAYMENT**

#### **G.4.1 PARTIAL PAYMENTS**

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each percentage or stage of work as described in the Fixed Price Task Order in accordance with the prices stated in the Schedule in Section B.5"; and
- c) Presentation of a properly executed invoice.

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

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

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

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original

copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

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

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

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

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

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

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

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

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

**G.6.1.2.1** 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 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

**G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

**G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

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

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

**G.6.2.2.3** 15<sup>th</sup> day after any other required payment date.

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

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

**G.6.3 Subcontract Requirements.**

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

**G.7 CONTRACTING OFFICER (CO)**

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

George G. Lewis  
Associate Director/Chief Contracting Officer  
Department of General Services  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20009  
[George.lewis@dc.gov](mailto:George.lewis@dc.gov)  
Phone: 202 727-2800

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

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 DEPARTMENT REPRESENTATIVES**

### **G.9.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

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 District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.1.6** The address and telephone number of the COTR is:

Sean Link  
Department of General Services  
2000 14<sup>th</sup> Street, NW 5<sup>th</sup> Floor  
Washington, DC 20009  
202-359-6425  
[Sean.link@dc.gov](mailto:Sean.link@dc.gov)

**G.9.1.7** 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 District property, except as specified under the contract.

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

## **G.9.2 PROJECT MANAGER**

The Project Manager (PM) will assist the COTR and the CO as needed to ensure the effective implementation of all art installation projects. The name and contact information for the PM follows:

Sandy Bellamy  
Project Analyst  
Department of General Services  
1250 U Street, NW 3<sup>rd</sup> Floor  
Washington, DC 20009  
202 737-9192  
[Sandy.bellamy@dc.gov](mailto:Sandy.bellamy@dc.gov)

## **G.10 ORDERING CLAUSE**

**G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.10.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.10.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

### **G.10.4 Request for Task Order Proposals**

**G.10.4.1** The need for Task Orders will be identified by the COTR or the PM. Requests for Task Order Proposals (RFTOP) will be issued to the Contractor by the CO. Each RFTOP will include at a minimum the following, as applicable:

- a. Project name
- b. Specific needs of the project including consultant services
- c. Installation instructions including potential materials and equipment
- d. Not to Exceed amounts for materials and equipment
- e. Transporting requirements

**G.10.4.2** The Contractor shall provide a fixed price proposal to provide the required services based on the hourly rates provided in Section B.5.

**G.10.4.3** For Task Orders in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1. A Subcontracting Plan (Attachment J.9) shall be required.

**G.10.4.4** For Task Order in excess of \$300,000, the Contractor shall be required to submit a First Source Employment Agreement (Attachment J.4) and Employment Plan (Attachment J.5).

**G.10.4.5** For Task Orders in excess of \$100,000, the Contractor shall provide a Payment and Performance bond as described in I.14.

## **G.11 COST REIMBURSEMENT CEILING**

- G.11.1** Cost reimbursement ceiling for this contract is set forth in Section B.5.
- G.11.2** The costs for performing the cost reimbursement elements of this contract shall not exceed the cost reimbursement ceiling specified in Section B.5.
- G.11.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all of the cost-reimbursable obligations under this contract within the cost reimbursement ceiling.
- G.11.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of the cost-reimbursable elements of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the cost-reimbursable elements of this contract.
- G.11.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.11.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the cost reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.11.8** If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.11.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.5, unless the change order specifically increases the cost reimbursement ceiling.
- G.11.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

## **G.12 HOURLY RATE CEILING**



- G.12.1** The ceilings for specified hourly rate items are set forth in Sections B.5.
- G.12.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Sections B.5.
- G.12.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.
- G.12.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- G.12.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- G. 12.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Section B.5 and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.5 until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- G. 12.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G. 12.8** If any hourly rate ceiling specified in Sections B.5. is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G. 12.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Sections B.5, unless the change order specifically increases the hourly rate ceilings.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination provided and issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PREGNANT WORKERS FAIRNESS**

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

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

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

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

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

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

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

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

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
  - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
  - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

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

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

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

**H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) (Attachment J.4) 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, Disputes of the SCP.

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

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

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (Attachment J.6 and J.7).

## **H.7 RESERVED**

## **H.8 RESERVED**

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

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

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

**H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with

its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **H.9.2 Subcontracting Plan**

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

Each subcontracting plan shall include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **SECTION I CONTRACT CLAUSES**

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

The Department of General Services Standard Contract Provisions General Provisions Supplies and Services dated 2016 (SCP) (Attachment J.1). The (SCP) are incorporated as part of the contract.

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

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

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

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

### **I.4 TIME**

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

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

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

#### **A. Definitions**

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

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

**B. Title to Project Deliverables**

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

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

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

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

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

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

**F. Indemnification and Limitation of Liability**

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

upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

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

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected

using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

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

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

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

4. 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. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

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

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

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

**The Government of the District of Columbia**

**And mailed to the attention of:**

George G. Lewis  
Associate Director/Chief Contracting Officer  
Department of General Services  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20009  
[george.lewis@dc.gov](mailto:george.lewis@dc.gov)  
202 727-2800

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

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or

arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

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

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

## **I.10 ORDER OF PRECEDENCE**

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

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

## **I.11 DISPUTES**

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

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:



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

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

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

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

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

## **I.12 CHANGES**

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

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

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

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

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

sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

#### **I.14 PAYMENT AND PERFORMANCE BOND**

For all Task Orders with a value in excess of \$100,000.00, the Contractor shall be required to provide payment and performance bonds each having a penal value equal to 100% of the Task Order Amount. The Contractor shall provide the required bonds within ten (10) days of the execution of the Task Order. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.

**SECTION J**  
**ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Department of General Services Standard Contract Provisions General Provisions Goods and Services (2016)
<b>J.2</b>	U.S. Department of Labor Wage Determination
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
<b>J.4</b>	Department of Employment Services First Source Employment Agreement
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	SBE Subcontracting Plan (if required by law)
<b>J.9</b>	First Source Initial Employment Plan (if contract is \$300,000 or more)
<b>J.10</b>	IDIQ Price Schedules and Cost Reimbursement Cost Schedules for Evaluation Purposes Only
<b>J.11</b>	Bidder/Offeror Certification

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

Bidder/Offeror Certification Form (Attachment J.11)



**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

**L.1 METHOD OF AWARD**

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

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

Bids must be submitted no later than **2:00pm Thursday May 10, 2018.**

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

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

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

- L.4.1** Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are “late” and shall be considered only if they are received before the award is made and any of the following circumstances apply:
- a. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids;
  - b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB; or
  - c. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

**L.4.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date

is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

**L.4.3 Late Submissions**

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

**L.4.4 Late Modifications**

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

**L.4.5 Late Bids**

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

**L.5 BID IDENTIFICATION AND DELIVERY**

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

**"SOLICITATION NUMBER: DCAM-18-NC-0075  
ART INSTALLATION SERVICES"**

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

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

**L.6 ERRORS IN BIDS**

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

**L.7 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contact. The prospective bidder shall submit questions no later than **4:00pm Monday May 7, 2018** to James H. Marshall at [james.marshall@dc.gov](mailto:james.marshall@dc.gov) . The District will not consider any questions received after May

7, 2018. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

## **L.8 BID PROTESTS**

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

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

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

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

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

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

### **L.11 FAMILIARIZATION WITH CONDITIONS**

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

### **L.12 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

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

Each bid must provide the following information:

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

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

**L.12.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

### **L.13 BID OPENING**

A public bid opening will be held Thursday May 10, 2018 at 2:30pm. The location of the Bid Opening is to be determined.

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

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

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

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

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

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

**L.16 INSTRUCTIONS TO BIDDERS**

The Bidder shall complete and include the following attachments with their Bid:

- (a) The IFB pages 1 – 55, with page 1 signed
- (b) Acknowledgement of Amendments (page 1 Section 13)
- (c) EEO Policy Statement (Attachment J.3);
- (d) Tax Affidavit - Each Contractor shall submit a tax affidavit provided as Attachment J.8. In order to be eligible for this procurement, Contractors must be in full compliance with their tax obligations to the District of Columbia government;
- (e) IDIQ Price Schedules and Cost Reimbursement Cost Schedules for Evaluation Purposes Only (Attachment J.10) and
- (f) Bidder/Offeror Certification Form – Each Contractor shall submit a Bidder/Offeror Certification Form (Attachment J.14);

## **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.
- L.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

#### **M.1.2 Maximum Preference Awarded**

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

### **M.1.3 Preferences for Certified Joint Ventures**

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

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

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

**M.1.4.2** Any bidder seeking certification 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.

### **M.2 EVALUATION OF OPTION YEARS**

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.