

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



**SECTION A**  
**INVITATION FOR BIDS (“IFB”)**

**Solicitation Number: DCAM-18-NC-0116**

**PC/MAC Equipment Purchasing, Leasing, Deployment, Installation Maintenance  
and Repair Services**

- Date Issued:** Friday, August 17, 2018
- Q&A:** [Last day for clarification Friday, August 24, 2018](#)
- Bid Due Date:** [Tuesday, September 4, 2018 at 10:00 a.m.](#)
- Delivery of Bids:** **GEORGE G. LEWIS**, CPPO C/O [Domonique L. Banks](#)  
Chief Contracting Officer  
Department of General Services  
Contracts and Procurement Division | 8<sup>th</sup> Floor  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street NW | 8<sup>th</sup> Floor  
Washington, DC 20009
- Public Bid Opening:** [Tuesday, September 4, 2018 at 10:15 a.m.](#)  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street NW  
Washington, DC 20009  
[Reeves Center Community Room | 2<sup>th</sup> Floor](#)
- Contact:** **DOMONIQUE L. BANKS**  
Contract Specialist  
Contracts & Procurement Division  
2000 - 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 719-6544  
Email: [domonique.banks@dc.gov](mailto:domonique.banks@dc.gov)

## SECTION B

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

**B.1** The District of Columbia Government by and thru its Department of General Services (“Department” or “DGS”) is issuing this Invitation for Bid (“IFB”) to engage multiple, qualified Contractors to provide *PC/MAC Equipment Purchasing, Leasing, Deployment, Installation Maintenance and Repair Services* (conventional windows base desktops, chrome books, notebooks, laptops, and iOS Mac based MacBook, etc.). The Department reserves the right at any time (including after an award hereunder), to either add or remove equipment and/or to increase or decrease the responsibility under an awarded contract.

The awarded Bidder(s) shall provide all management, tools, supplies, equipment, vehicles and labor necessary to successfully perform Services as required for a base year and up to four (4) one (1) year option periods. Interested Bidders are required to bid on all line item, including the base year and each of the subsequent four (4) option periods.

Interested Bidders are permitted to submit bids to provide equipment leasing and services for one (1) or more of the identified Targeted Equipment Groups defined herein. Bidders shall bid on all Contract Line Item Numbers (CLIN), including CLINs identified for the base year and each of the four option year periods for all Targeted Equipment Groups of which they submit Bid(s). **The District will select only one (1) Contractor for each Targeted Equipment Group, and reserves the right at its sole discretion, to award more than one Targeted Equipment Group to a Contractor.** The Offerors failure to complete the Equipment Lease Rate Schedule – Bid Form for all CLINs (as prescribed herein), covering all option periods shall be sufficient to render a Bid non-responsive and subject to exclusion from further evaluation in consideration of award. For the complete submission and evaluation requirements please refer to **Sections [L]** and **[M]** of this solicitation

**B.2** This is an IDIQ contract for the supplies or services specified, and effective for the period stated. The District contemplates award of multiple IDIQ Contracts resulting from this IFB.

**B.2.1** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, **Section [G.6]**. 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 \$10,000,000.00. The District will order at least the minimum quantity of \$250.00.

**B.2.2** The Contractor(s) shall perform the effort required by the Scope of Work (SOW) **Section [C]** and Contractor’s sole method of compensation will be based on firm, fixed, fully-loaded monthly purchase and or lease rates for specified equipment and lease terms.

**B.2.3** 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.

**B.2.4** 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 during the last twelve months of the Contract term.

### **B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM**

Awards, if made, will be to multiple bidder in the aggregate groups for items indicated by “Aggregate Award Group” herein. Bidders must quote unit prices on each CLIN within each group to receive consideration.

### **B.4 PRICING**

The Department is seeking firm fixed, fully loaded monthly lease rates for specified equipment to include all configuration, deployment, installation, maintenance and repair services for twelve (12)-month, twenty-four (24)-month and thirty-six (36)-monthly lease terms. The price, shall be “all inclusive” and sufficient to cover all labor, supervision, management, materials, equipment, containers, vehicles, management, recordkeeping, reporting and other services including, overhead and profit. The Contractor must provide pricing for every CLIN identified in *Attachment J.2* Contract Pricing – Bid From to be deemed responsive.

The Bidders shall complete *Attachment J.2 Equipment Purchase & Master Lease Rate Schedule – Bid From* as prescribed above. The quoted pricing must remain in effect for the entire term of the Contract (the base period and all option periods). The Contract Pricing shall be as low as, or lower than that charged to the Contractor’s most favored customer for comparable services under similar terms and conditions, in addition to any discounts for prompt payment.

The Contractors pricing for the base period and each option shall be sufficient to cover all the Contractor’s cost including, but not limited to all year-over-year labor wage increases, supervision, equipment, vehicles, gas, administrative, home office expenses, overhead, profit and all applicable year-over-year service cost increases due to applicable market increase and fluctuations

### **B.5 REQUEST FOR TASK ORDER PROPOSALS (RFTOP)**

**B.5.1** It is contemplated that the management of each individual projects will be competed among the IDIQ Contract Awardees engaged through *Solicitation No. DCAM-18-NC-0116 PC and MAC Computer Equipment Purchasing, Leasing, Deployment, Installation Maintenance and Repair Services*. As the need for equipment and or services are identified by End Users, the Department will request project specific bids through the issuance of a Request for Task Order Proposal (RFTOP) substantially in the form of *Attachment J.8*. RFTOP’s will be issued to two or more of the Awarded IDIQ holders. In general, the IDIQ Contract holders may have up-to ten (10) day to prepare and submit a response to the individual RFTOP. Contractors shall submit pricing which is equal to and or less than the firm fixed fully-loaded monthly lease rates established under the respective Awarded IDIQ Contract for such specified equipment.

**B.5.2** In evaluating the RFTOP submissions, the Department will select the proposal that is most advantageous to the District considering price and other related factors.

**B.6 TASK ORDERS (TO)**

**B.6.1** All work under this IDIQ Contract will be issued and authorized by Task Order award in accordance with (equal to or less than) the Contractor’s firm, fixed, fully-loaded rates established in **Attachment J.2**. In no instance shall the Contractor be entitled to compensation for work that was performed absent of a Task Order. Any and all work performed under this Contract and any Task Order issued pursuant hereto shall be governed by the terms and conditions set forth in this Agreement. It is contemplated that individual Task Orders will be in substantially the “*Form of Task Order*” attached hereto as **Attachment J.9**, and that each such Task Order shall, in general, contain the following information: (i) a description of the scope of work included in such Task Order; (ii) a lump sum price; itemized based on the firm fixed fully-loaded rates or equipment and or services, total staffing plan, number of hours required to complete the work and/or such other terms of compensation for the work included in the Task Order’s scope of work; (iii) the Substantial Completion Date for the Task Order’s scope of work and/or such other schedule requirements for Task Order. The Task Order shall also set forth a general description and requirements of the project (such description and requirements, the “Project”).

**B.6.2** All firm fixed, fully-loaded rates are based on the following documents:

- Attachment J.2:** Equipment Purchase & Master Lease Rate Schedule (Bid-From)
- Attachment J.12:** Service Contract Act U.S. DOL Wage Determination No.: 2015-4281, Revision No.: 8, dated 26-December-2017
- Attachment J.6:** Standard Contract Provisions dated, January 14, 2016 for use with District of Columbia Supplies and Service Contracts

**B.7** A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

**B.8** For contracts in excess of \$250,000.00 at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Section [H.9.1.]** A Subcontracting Plan form is incorporated as **Attachment J.10**.

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District of Columbia Government requires the lease of computer technology equipment and their associated imaging, deployment, installation maintenance and repair services. Primarily, the District is seeking to implement a technology lifecycle replacement period of Three (3) years. Ideal solutions will comprehensively support a variety workplace environment technology needs.

### C.2 RESERVED [INTENTIONALLY LEFT BLANK]

### C.3 DEFINITIONS

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

**C.3.1 *Computer Imaging:*** The method of installation and configuration of operating system and back office function.

**C.3.2 *Deployment:*** Organized dissemination of equipment with oversight provided by a Project Manager and Project Management Team.

**C.3.3 *Installation:*** Equipment installed at the end-user desk and or office.

**C.3.4 *Common Image:*** Computer imaging, provide by the District in accordance with OCTO Standards.

**C.3.5 *Co-Terminus:*** Two of more leases that end at the same time. Both the original lease and a later added addendum lease terminate at the same time.

**C.3.6 *Interim Rent:*** A common fee applied to lease contracts along with other types of loans and financing obligations

### C.4 BACKGROUND

The District of Columbia Government requires the lease of computer technology equipment and their associated imaging, deployment, installation maintenance and repair services. Primarily, the District is seeking to implement a technology lifecycle replacement period of Three (3) years. Ideal solutions will comprehensively support a variety workplace environment technology needs.

The District's number one objective in establishing this IDIQ Contract is to reduce costs and improve the availability, functionality and quality of technology used by the District of Columbia Government employees.

## **C.5 REQUIREMENTS**

All-inclusive and as part of the quoted pricing the Contractor shall fulfill all requirements as set herein.

**Manufacturers Certification:** Inclusive of the quoted price, if the IDIQ Awarded Contractor is other than the original manufacturer (OM), they shall furnish certification from the manufacturer, stating that the IDIQ Awarded Contractor is an authorized representative of the manufacturer and that all proposed equipment is current in the product line.

Moreover, the Contractor shall demonstrate that it currently has a local area service unit that can provide a sufficient number of skilled technicians, fleet equipment, management personnel and an adequate inventory of repair parts to effectively support the Department.

The Contractor shall provide proof of a minimum of three (3) years certified product representation and or resellers license.

## **C.6 WARRANTY:**

Inclusive of the quoted price the Contractor shall fully guarantee their work (e.g. equipment configuration, imaging, deployment, installation, maintenance and repair services) and any products delivered must include a manufacturer's warranty and or full support agreement for a minimum term of three (3)-years for installation. Warranty information shall be on a per equipment basis. Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and their representative shall repair or replace such items immediately upon receipt of notice from the Department.

**C.3.1** In the event the Contractor is not the manufacturer, the Contractor shall be required to act as the Department's representative with respect to all manufacture warranty and repairs and replacements.

## **C.4 HARDWARE STANDARDS:**

The Contractor shall provide as part of its firm fixed, fully-load purchase price and monthly lease rates, a turn-key integration services, including configuration, imaging and deployment of newly purchased and or leased business class computer equipment including the coordination of returning systems to the leasing company.

**C.4.1** All requested equipment must be newly manufactured or factory produced new. No used, demo, refurbished or re-manufactured products will be accepted. Equipment must have a new machine serial number and designation.

**C.4.2** Inclusive of the quoted price, delivery of the hardware will be scheduled in coordination with the installation schedule as determined Contracting Officers Technical Representative (COTR) and as specified in the ordering Task Order. Inspection and Acceptances will be completed on site and after all equipment has been delivered, fully configured/imaged, and installed.

**C.4.3** Inclusive of the quoted price, all computer equipment will have a "Common Image" installed prior to delivery. The Contractor shall provide one (1) desktop/laptop unit as an evaluation

model in order for the Department to create and provide a base image to be use as the “Common Image”.

## **C.5 INSTALLATION & REMOVALS**

Inclusive of the quoted price, the Contractor shall install devices upon award of an ordering Task Order during the first 48 months of the contract period. No ordering Task Order will be issued during the last 12 months of the IDIQ Contract period with the exception of short-term leases. The District may at its discretion, increase equipment quantities of an individual ordering Task Order; the resulting term balance/price will be co-terminus.

**C.5.1** The Department’s Information Technology Team will oversee each Task Order Project and serve a liaison to the Contractor and end users. However, the Contractor shall be responsible for all aspects of project management activities related to equipment ordering through deployment and installation, including weekly status reports summarizing activities performed during the week to-date, and remaining activities along with percentage complete.

- i. Inclusive of the quoted price, the Contractor shall identify and assign one (1) more individual(s) to serve as the Project Manager/Deployment Manager (or team). This individual and or team will be responsible for the full deployment of devices beginning with order management, device delivery, configuration and imaging through final installation with the end user(s).
- ii. Inclusive of the quoted price, the Contractor shall coordinate the actual locations in advance with the Department’s Information Technology Team and or assigned COTR, prior to the delivery and installation.
- iii. Inclusive of the quoted price, the Contractor will provide a Technician Checklist documenting each step of the installation process.
- iv. The Department will also have a sign-off sheet that must be signed within five (5) days of delivery to confirm proper configuration and operation of all new devices.

**C.5.2** All equipment will be delivered and installed based on a staggered schedule or as otherwise identified in the ordering Task Order. Installation and deployment will not occur until all devices are configured, imaged and fully operational. In order to manage the deployment of devices to District, units will be delivered on a building to building basis or as otherwise specified in the ordering Task Order and or at the direction of the COTR.

- i. Devices shall be staged in a designated area for preparation.
- ii. Empty boxes will be stacked neatly for removal.
- iii. The Contractor shall provide at least one-week advance notice to the Department regarding the delivery and installation schedule,
- iv. All delivery and removal of computer equipment shall be conducted in coordination

with applicable District Information Technology staff during or after business hours Monday through Friday and on some weekends if requested.

- (a) The Contractor shall provide a flexible schedule for onsite field installation during and off business hours in order to provide minimum downtime for the affected end users.
- v. Inclusive of the quoted price, the Contractor shall provide resources to install and deploy devices at designated locations as ordered by the individual Task Order.
  - (a) At no additional cost to the Department, the Contractor shall be responsible for any additional time required to complete integration services for each unit.
- vi. Imaging shall be provided by the manufacturer; however, the Contractor shall be required to insure the device is joined to required network and provide a unique name, as provided by the Department's Technology Department, when joining the domain.
- vii. The Contractor shall record asset information on a shareable spreadsheet once the new device is installed at its designated location and make such asset records available within 30-days following completion of deployment schedule.
  - (a) The asset record shall be cumulative for each individual Task Order and for all Assets installed through the life of the Contract. The Asses at a minimum, shall be substantially in the form of *Attachment J.14 – Computer Equipment Asset Record*.

**C.5.3** The Contractor shall remove all equipment from Government premises within thirty (30) calendar days of ordering Task Order lease term expiration (or termination). In the case of termination, District will provide the contractor with a final cancelation and removal order depicting each device serial number, location, local contact phone number and proposed date of removal. Equipment not removed by the contractor within thirty (30) calendar days of the date of lease term expiration (or notification of termination) shall be deemed abandoned and subject to such disposal as the Government may deem appropriate at the contractor's expense.

**C.5.3.1** Before removal of equipment from Government premises and inclusive of the quoted price, the Contractor shall turn over any/all components that have stored job data (e.g., hard drives, non-volatile memory, etc.) to the designated Information Technology COTR and or his/her designated assignee and provide written verification. If the COTR has designated an assignee, the contractor's written verification must include a validating signature from the designated assignee confirming receipt of the components.

**C.5.3.2** Returning Equipment conditions:

- i. At the end of the lease term, the return destination will not exceed eight-hundred (800)



- miles from Washington, D.C.
- ii. When returning the equipment leased, PC, Monitors, Laptops and or Tablets/iPads will be like for like or great value, rather than the serial number specific.
  - iii. The District will not be liable for normal wear and tear on the leased equipment and will not be subject to a reconditioning fee.
  - iv. When shipping the equipment to the determined destination, shrink wrap to skids will be an acceptable means of packing.

## **C.6 HARDWARE TECHNICAL SUPPORT, MAINTENANCE & REPAIR:**

**C.6.1** As part of the quoted price, the Contractor shall maintain each piece of equipment at a minimum 95% monthly available rate based on the 21 standard government work days in a month. Maintaining the equipment includes, but is not limited to, preventive maintenance, service calls, repairs, troubleshooting, and connectivity as well as all associated labor and travel cost.

**C.6.2** The Contractor shall have sufficient management and qualified manufacturer-trained and certified technicians to service all equipment supplied under the Contract and any Task Order issued hereunder.

- i. In the case of third party software or hardware, the Contractor shall provide the name of the organization that will be responsible for providing service.

**C.6.3** The Contractor shall provide Service Technician Support Monday through Friday from 6:00 a.m. – 8:00 p.m., except weekends and holidays unless otherwise directed by an ordering Task Order under this Contract.

- i. The Contractor shall provide a Service Technician that speaks English.
- ii. The Contractor shall appoint at least one (1) dedicated technician to be available on a priority basis during all normal operating hours.

**C.6.4** The Contractor shall provide a designated phone number for the Department to place service call request, twenty-four (24) hours a day, seven (7) days a week, 365-days a year.

**C.6.5** The Contractor shall respond to work stoppage situations within two (2) business hours of a service call. A telephone call (unless it results in solving the problem) shall not be deemed as an acceptable response. The Service Technician shall call the key operator within an hour to discuss service problem and time of arrival. It is estimated that 10% of situations shall be classified as "work stoppage" across the total device population on a yearly basis.

**C.6.6** The Contractor shall respond to non-work stoppage situations within four (4) business hours of a service call. A telephone call (unless it results in solving the problem) shall not be deemed as an acceptable response. The Service Technician shall call the key operator within an hour to

discuss service problem and time of arrival.

**C.6.7** The Contractor shall inform the COTR and or his/her representative within two (2) business days of the determination that equipment that is non-repairable and provide replacement unit within two (2) business days from receipts of an order from the District Contracting Officer.

**C.6.8** The Contractor shall coordinate its work so as to not interfere with certain District of Columbia Government functions including, but not limited to, the Metropolitan Police Department's (MPD) changing of shifts, and work at MPD facilities, etc.

## **C.7 REPORTS**

As part of its quoted price, the Contractor shall:

**C.7.1** Submit a device installation report to the designated COTR within ten (10) calendar days after installation. Each installation report shall include an excel spreadsheet format (version 2010 or newer) that provides the following: (i) date of installation; (ii) serial numbers/CLIN; (iii) delivery locations (to include building numbers, room numbers, floor, District Government end user names, phone numbers, email addresses); and (iv) delivery report (packing slip or a separate spreadsheet) signed and dated by the District customer which clearly identifies the Contact Line Item Number (CLIN) of the order.

**C.7.2** Provide service history reports containing frequency of service calls, time between repairs, type of repairs, parts required, and equipment down time to the designated COTR within five (5) business days upon request for information.

**C.7.3** Maintain an accurate listing of all equipment under contract by ordering Task Order (model, serial number, location) and provide to the designated COTR with the monthly invoice as described in **Section [G.10.2]**.

## **C.8 MODEL SUBSTITUTIONS:**

As part of its quoted price, the Contractor shall:

**C.8.1** After contract award, following the initial ordering Task Order, and as equipment models either ages out and or become obsolete the contractor is encouraged to independently propose alternative solutions that (i) meet or exceed all the requirements set forth in this Statement of Work, (ii) meet or exceed all the performance qualities set forth in the contractor's quote, **AND** (iii) offer unit prices that are equal to or less than those of the contractor's quote for like and or similar models, the current contract price or whichever is less.

**C.8.2** Provide confirmation of model discontinuance due to equipment life cycles.

**C.8.3** Verify the substitution.

**C.8.4** Validate no-cost impact.

**C.8.5** No model substitutions will be made without first receiving written approval by the designated District Contracting Officer.

**C.9 LEASE STRUCTURE:**

It is expected that the *IFB Solicitation No. DCAM-18-NC-0116* Terms and Conditions identified herein serve as Lease Agreement between the District and the Contractor.

**C.9.1** Each ordering Task Order will include an “Equipment Schedule” defining each financial transaction. Each ordering Task Order and Equipment Schedule will clearly define the following:

- i. Lease Start Date
- ii. Lease End Date
- iii. Lease Term in months
- iv. Lease Agreement Number / Schedule Number
- v. List of equipment by CLIN and a description of equipment including quantities
- vi. Individual equipment lease cost
- vii. Total aggregate monthly lease cost

**C.9.2** All Lease Schedule dates resulting from an ordering Task Order will start on the first day of the month following delivery. The Contractor and the District shall agree to the start and end date of an individual ordering Task Order lease based on the term identified herein.

**C.9.3** Continuation of Services identified in this case “lease payments” is subject to the availability of appropriated fiscal funding. In as much, the District will *not* pay late fees. All new Purchase Orders and invoices for a new fiscal year cannot be processed prior to October 30<sup>th</sup> and this period shall be taken into account with any lease payment terms.

**C.9.4** The lease shall be structured as pre-determined Fair Market Value or Fixed Purchase Option Lease with the end term value set at \$150.00 per Personal Computer with Monitor, mouse and keyboard, \$150.00 per Laptop and \$50.00 per Tablet/iPad.

**C.9.5** Lessor shall itemize all charges that will occur during the term of the lease. This will be defined in the Equipment Lease Rate Schedule.

**C.9.6** The Lease Term options shall be twelve (12)-month, twenty-four (24)-month, and thirty-six (36)-month to be determined at the time of issuance of an ordering Task Order.

**C.9.7** No lease will automatically renew. It will be the Lessors responsibility to contact the Contracting Officer and COTR ninety (90) days prior to the lease end date to discuss end of lease options. The Lessee will advise Lessor of the selected option sixty (60) days prior to the lease end date.

**C.9.8** The District of Columbia Government is self-insured and will not require Lessor insurance.

**C.9.9** The District will not accept “Interim Rent” charges.

## SECTION D PACKAGING AND MARKING

- D.1** Article No. shall govern the packaging and marking requirements for the resultant Contract. (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016). *Attachment J.6*

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

- E.1** Article No. five (5), Inspection of Supplies, and six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated January 14, 2016, shall govern the inspection and acceptance requirements for the resultant Contract. *Attachment J.6.*

## SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

**Base Period of Performance:** The estimated base period of performance is twelve (12) months beginning 1-October-2018 through 30-September-2019

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

**F.2.1 Option Year:** The Department shall have the right to extend the term of this Agreement for a period of up-to four (4) one-year (1) optional terms; provided that the Department shall give the Contractor preliminary written notice of its intent to exercise the option to extend the term of the Contract thirty (30) days prior to the expiration of the contract. The preliminary notice does not commit the Department to an extension. Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Department prior to the expiration of the Contract.

**F.2.1.1 Option Year Period of Performance:** Each subsequent Option Period shall begin on 1-October and end 30-September of each Fiscal Year Period as illustrated below:

<u>Option Year</u>	<u>Period of Performance</u>
OY1	1-Oct-2019 thru 30-Sep-2020
OY2	1-Oct-2020 thru 30-Sep-2021
OY3	1-Oct-2021 thru 30-Sep-2022
OY4	1-Oct-2022 thru 30-Sep-2023

**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. **Option Years Pricing:** In the event the Department exercises its option to extend the Agreement to cover an option year, the rates or unit prices applicable to such Option Year are set forth in the Contract Pricing substantially in the form of **Attachment J.2 Equipment Purchase & Master Lease Rate Schedule - Bid Form**

**F.3 Contract Duration:** The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3.1** The exercise of any Option Period is subject to the availability of appropriated annual fiscal year funds at the time of the exercise of the option.

**F.2.6** For the avoidance of doubt, it is understood that if the Department exercises an Option Period, the extended contract includes this entire option clause

### **F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements as prescribed in **Section [C]** and submit each deliverable to the Contract Administrator identified in **Section [G.9]**.

- 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 invoices electronically to the DGS EASI Pay Portal located on the DGS Website: <https://dgs.onbaseonline.com>. All Contractors are required to register for access to EASI; for assistances with the registration process, technical assistances and or additional instructions please contact the Portal Help Desk at (301) 563-3025. Properly prepared invoices with the necessary backup shall be paid within thirty-(30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.

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

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

**G.2.2.2** Contract number, purchase order number and invoice number;

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

**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 LUMP SUM PAYMENT**

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

- a) Completion and acceptance of all device configure, deployment and installation work; and
- b) 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 ORDERING CLAUSE**

**G.6.1** 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.6.2** 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 prevail.

**G.6.3** 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 such as email.

**G.7 THE QUICK PAYMENT ACT**

**G.7.1 Interest Penalties to Contractors**

**G.7.1.1** 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.7.1.1.1** The date on which payment is due under the terms of the contract;

**G.7.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.7.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

**G.7.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

**G.7.1.2** 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.7.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food product;

**G.7.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.7.1.2.3** 15<sup>th</sup> day after any other required payment date.

**G.7.1.3** 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.7.2 Payments to Subcontractors**

- G.7.2.1** 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.7.2.1.1** 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.7.2.1.2** 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.7.2.2** 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.7.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - G.7.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - G.7.2.2.3** 15<sup>th</sup> day after any other required payment date.
- G.7.2.3** 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.7.2.4** 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.7.3** **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.8 CONTRACTING OFFICER (CO)**

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

**GEORGE G. LEWIS, CPPO**  
Chief Contracting Officer  
Associate Director, Contracts & Procurement  
2000 14<sup>th</sup> Street, N.W. | 8<sup>th</sup> Floor  
(202) 727-2800  
george.lewis@dc.gov

**G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.9.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.9.2** 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.9.3** 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.10 CONTRACT ADMINSTRATOR (CA)**

**G.10.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.10.1.1** 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.10.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.10.1.3** 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.10.1.4** 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.10.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.10.2** The address and telephone number of the CA is:

**GREGORY COTTON**  
Chief Information Officer  
Department of General Service (DGS)  
Franklin D. Reeves Center  
2000 14<sup>th</sup> Street Suite 108 Washington, DC 20009  
Office (202) 741-8917 Cell (202) 230-7056  
email [gregory.cotten@dc.gov](mailto:gregory.cotten@dc.gov)

**G.9.3** The CA 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.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

### H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the *Wage Determination No.: 2015-4281 Revision No.: 11, dated 03-July-2018*, 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 *Attachment J.6* of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with **Article 25** of the Standard Contract Provisions (SCP). If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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**

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following **Section [H.5] 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

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

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

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



- H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5** The Contractor’s hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**H.6 ADVISORY AND ASSISTANCE SERVICES**

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

## **H.7 PURCHASES AND OR LEASE OF IT HARDWARE AND EQUIPMENT**

The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses. The Contractor warrants and represents that the equipment is eligible for the manufacturer's normal and extended warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted. The Contractor shall provide evidence of its authorized reseller agreement or certification with its bid and or at the demand of the District.

## **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 **Section [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 **Section [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:

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

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

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

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

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

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

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

## **H.9.5 Annual Meetings**

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

## **H.9.6 Notices**

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

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

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

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

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

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

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

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

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

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

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

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

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

## **H.11 DISTRICT RESPONSIBILITIES**

### **H.11.1 District Furnished Property**

District property shall remain the property of the District in all respects. The COTR may require Contractor personnel to sign for receipt and custody of District furnished property, at the discretion of the COTR. The Contractor shall take all reasonable precautions to safeguard and protect District property. District property shall be used only in direct Operations for providing Contract services and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

### **H.11.2 Office, Workshop, Storage Space, and Machine Room**

The District will provide the Contractor with limited space for storage of tools and supplies, office space, and spare parts. The Contractor is responsible for accountability and security of all property and facilities furnished for Contractor use or otherwise entrusted to it; and for maintaining it in a clean, neat, and serviceable condition. If not already present in the space, the Contractor shall also be responsible for providing furniture, shelving/storage system(s), office equipment, office telephones, and all costs associated with recurring utility services (phone, internet). All spaces made available to the Contractor shall not be used to store illegal materials of any kind.

### **H.11.3 Common Image**

The District will provide the Contractor with its preferred "common image" to be used and replicated on all devices configured for District use to be installed prior to delivery and end user installation.

## **H.12 CONTRACTOR RESPONSIBILITIES**

- H.14.1** The Contractor shall provide all the work force, supervision, materials, supplies, and equipment necessary to perform all the services described in **Section [C] *Scope of Work***.
- H.14.2** The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death.
- H.14.3** The Contractor shall furnish all Material Safety Data Sheet (MSDS) for any materials used in the performance of this Contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.
- H.14.4** The Contractor shall furnish all equipment needed for the performance of the work under this Contract. All equipment must be properly guarded and meet all applicable OSHA standards.
- H.14.5** The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.
- a. The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.
- H.14.5** The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this Contract.

## **SECTION I CONTRACT CLAUSES**

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

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

### **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 **Sub-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 **Sub-Section B.2** of this clause. For all computer software furnished to the District with the restricted rights specified in **Sub-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 **Sub-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 affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for

all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

The vendor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

2. Automobile Liability Insurance. The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance. The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

4. 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.

5. 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 \$25,000 per occurrence.
6. 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) \$1,000,000 per occurrence and \$1,000,000 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 C/O Domonique L. Banks  
Chief Contracting Officer / Associate Director Contracts & Procurement  
2000 14<sup>th</sup> Street, N.W. | 8<sup>th</sup> Floor  
Washington, D.C. 20009  
(202) 727-2800  
[george.lewis@dc.gov](mailto:george.lewis@dc.gov)

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

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

### **I.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:

##### **ORDER OF PRECEDENCE**

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

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

#### **I.11 DISPUTES**

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

##### **14. Disputes**

All 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
  - (iii) 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**

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:



## 15. 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 **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
  - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

### I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

## 19. 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.
- (a) 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 COST AND PRICING DATA**

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

## **I.15 CONTINUITY OF SERVICES**

**I.15.1** The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.15.1.1** Furnish phase-out, phase-in (transition) training; and

**I.15.1.2** Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

- I.15.2** The Contractor shall, upon the CO's written notice:
- I.15.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and
  - I.15.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the CO's approval.
- I.15.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.15.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.15.5** Only in accordance with a modification issued by the CO, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract

## SECTION J ATTACHMENTS

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

ATTACHMENT NUMBER	DOCUMENT
<b>J.1</b>	Award Signature Page
<b>J.2</b>	Bid Form - Equipment Purchase & Master Lease Rate Schedule
<b>J.3</b>	Bidder/Offeror Certification
<b>J.4</b>	Department of Employment Services First Source - Employment Agreement
<b>J.5</b>	Department of Employment Services First Source - Employment Plan
<b>J.6</b>	Department of General Services – Standard Contract Provisions (Goods and Services) dated January 14, 2016
<b>J.7</b>	EEO Policy Statement Agreement Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85
<b>J.8</b>	Form of Request for Task Order Proposal ("RFTOP")
<b>J.9</b>	Form of Task Order
<b>J.10</b>	SBE Subcontracting Plan Form
<b>J.11</b>	Tax Certification Affidavit
<b>J.12</b>	U.S. Department of Labor – Wage Determination No.: 2015-4281 Revision No.: 11, dated 03-July-2018
<b>J.13</b>	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet
<b>J.14</b>	Computer Equipment Asset Record

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

Please see “Bidder/Offeror Certification Form”

## **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 award multiple contracts resulting from this solicitation to the responsive and responsible bidder who have the lowest overall bid price in Group A and Group B.

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

Bids must be *submitted no later than 10:00 a.m. EST on Tuesday, September 4, 2018.* Bidders shall deliver their bids to the Department of General Services, located at the Frank Reeves Building | 2000 14<sup>th</sup> Street, N.W. 8<sup>th</sup> Floor receptionist.

#### **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 HAND DELIVERY OR MAILING OF BIDS**

Bidders must deliver or mail their bids to the address in **Section [A]** of the cover page.

#### **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 Domonique L. Banks, Sr. Contract Specialist via email submission to: [domonique.banks@dc.gov](mailto:domonique.banks@dc.gov). The prospective bidder ***shall submit questions no later than Friday August 24, 2018***, 11-days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 11-days before the date set for submission of bids. 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 4th 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 all addenda issued against this solicitation (a) by signing and returning the Award Signature Page *Attachment J.1*; (b) by identifying the amendment number and date in the space provided for this purpose on the Award Signature page; 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.11.1** 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.11.2** 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.12 BRAND NAME OR EQUAL**

- L.12.1** As used in this clause, the term “brand name” includes identification of products by make and model.
- L.12.2** If items called for by this IFB have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the IFB.
- L.12.3** Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the IFB.
- L.12.4** If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the IFB, or such product shall be otherwise clearly identified in the bid.
- L.12.5** The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.
- L.12.5** Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the IFB, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.
- L.12.6** If the bidder proposes to modify a product so as to make it conform to the requirements of the IFB, it shall (i) include in its bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- L.12.7** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the IFB will not be considered.
- L.12.6** The Bidder may bid on one or both Groups A and or B. The bidder must bid on all CLINs identified in the respective Group to be considered for this award. Failure to bid on all CLINs within one or more of the Groups will render the bid non-responsive and disqualify a bid.

## **L.13 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**

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate. *The Public Bid Opening will be held on Tuesday, September 4, 2018 at 10:15 a.m. EST in the Community Room located on the 2<sup>nd</sup> Floor of the Frank Reeves Building | 2000 14<sup>th</sup> Street, N.W. Washington, D.C. 20009*

## **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.

## **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.