

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



SECTION A
INVITATION FOR BIDS (“IFB”)

Solicitation Number: **DCAM-19-NC-IFB-0014**

REVISED 20-NOV-2018

**Low Voltage Closed Circuit Television and Audio-Visual Purchase,
Maintenance, Repair and Technical Advisory Services**

- Date Revision Issued:** **Tuesday, November 20, 2018**
- Pre-Bid Conference:** Monday, November 5, 2018 at 11:00 a.m.
Frank D. Reeves Center | 2000 14th Street, N.W.
DPW 6th Floor, Small Conference Room
- Last Day for Questions:** Tuesday, November 6, 2018
- Bid Submission Deadline:** **Thursday, November 29, 2018 at 11:00 a.m.**
- Delivery of Bids:** Department of General Services
Attn: GEORGE G. LEWIS, CPPO C/O Joanne Nightingale
Associated Director | Chief Contracting Officer
Contracts and Procurement
Frank D. Reeves Center
2000 14th Street NW | 8th Floor
Washington, DC 20009
- Public Bid Opening:** **Thursday, November 29, 2018 at 11:15 a.m.**
Frank D. Reeves Center
2000 14th Street NW
Washington, DC 20009
DPW 6th Floor, Small Conference Room
- Contact:** **JOANNE NIGHTINGALE**
Contract Specialist
Contracts & Procurement Division
2000 14th Street, NW | 8th Floor
Washington, DC 20009
Phone: (202) 671-2702
Email: joanne.nightingale@dc.gov

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

B.1 EXECUTIVE SUMMARY

The District of Columbia Department of General Services (the “Department” or “DGS”) is issuing this Invitation for Bids (“IFB”) to engage multiple contractors to provide certain maintenance, repair, replacement and technical advisory services, as described herein, at various District of Columbia (the “District”) government owned or operated facilities including D.C. Public Schools (DCPS), Metropolitan Police Department Stations (MPD), Department of Parks and Recreational facilities (DPR) or other municipal buildings (collectively, the “Facilities”). As is more fully described below, the maintenance, repair, replacement and technical advisory services to be performed by a contractor hereunder at any given facility shall include, but is not limited to the following: (i) the maintenance, repair and replacement of various audio, visual and low voltage systems (including all audio-visual systems i.e., video surveillance and closed circuit television systems), security systems (i.e., panel monitoring systems and access control systems), public announcement clock systems and IT structured cabling together with all related equipment, parts and components (collectively, the “Equipment”); and (ii) technical advisory services as it relates to future and or modification of current technology, communications or security needs for specified facilities. As such the contractor(s) selected under this procurement (each a “Contractor”) shall be capable of, and well experienced with providing all of the Services contemplated hereunder.

The intent of this contract is to provide certain maintenance, repair, replacement and technical advisory services to the Facilities to ensure the proper design, acquisition, installation, operations and maintenance of the Equipment. In addition, the intent of this contract is to ensure that such services are performed in the most complete, competent and comprehensive manner by qualified industry professionals consistent with the Performance Standards as defined in **Section [B.1]**. As such, the District is seeking highly qualified contractor(s) with demonstrated knowledge, skills and capabilities to provide the Services as defined in **Section [B.1]**. The Contractor(s) shall provide all management, labor, materials, tools, supplies, equipment, repair parts, and transportation necessary to perform the Services for a base year and up to four (4) additional one (1) year options.

Interested 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. The Offerors failure to complete the 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 bidder requirements please refer to **Sections [K]** and **[L]** of this solicitation.

B.2 CONTRACT TYPE

This is an Indefinite Delivery, Indefinite Quality (IDIQ) contract for the supplies or services specified, and effective for the period stated. The District contemplates award of multiple Indefinite Delivery/Indefinite Quantity (IDIQ) Contracts based on firm-fixed, fully loaded hourly labor rates with a Cost Reimbursement element in accordance with 27 DCMR Chapter 24 for Contract Types and Chapter 23 Delivery and Performance.

B.2.1 Contract Price

The Contract(s) pursuant to this Invitation for Bid (“IFB”) shall be based on the firm-fixed, fully loaded hourly labor rates as described in the Scope of Work, **Section [C]** and in accordance with the Contract Pricing/Bid Form **Section [B.4]**. *The firm-fixed, fully loaded hourly labor rates shall be the Offeror’s sole method of compensation and as such, shall be sufficient to cover all of the costs necessary to provide services including, but not limited to; insurance, labor, supplies, material, repair parts, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor costs, home office overhead, profit, as well as all applicable year-over-year service cost increases due to market variables and any increase to labor category hourly rates issued by the U.S. Department of Labor, and or the D.C. Living Wage and, all else necessary to perform all work related to providing the District with safe and proper provision of required Consolidated Maintenance Services as described herein.*

B.3 INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an IDIQ Contract for the Supplies and Services specified, and effective for the period stated.

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

B.4 PRICE SCHEDULE – IDIQ

B.4.1 Fixed, Fully Loaded Labor Rates

Refer to Attachment J.11 – Bid Form

B.4.2 Cost Reimbursement Ceiling

ITEM DESCRIPTION	BASE YEAR	OPTION YEAR ONE (OY1)	OPTION YEAR TWO (OY2)	OPTION YEAR THREE (OY3)	OPTION YEAR FOUR (OY4)
		NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING
Cost Reimbursement for Parts related to Section [C.5.1] On-Call Repair Services	\$50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00

B.5 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This Invitation for Bids (IFB) is designated only for certified small business enterprise (SBE) bidders under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended. Bidders must be certified by Department of Local and Small Business Development (DSLBD) and as a SBE on or before the bid submission deadline defined in **Section [A]** and **Section [L2]**.

SECTION C SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE:

The specialized Contractor qualified to provide preventative maintenance, repair, replacement and technical advisory services with respect to the equipment, as contemplated below, at various District owned and or operated facilities. In general, the Contractor shall be required to provide all supervision, materials, tools, supplies, equipment, transportation and labor necessary to perform the Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, including holidays and weekends.

The Contractor(s) shall conduct all activities and perform, all work consistent with the following standards (the "Performance Standards"): (i) in the case of Routine Maintenance Services and Preventive Maintenance Services, the standards and requirements set forth in any applicable Maintenance Programs as contemplated in **Section [B.3]**; (ii) in accordance with the OEM's recommendations; (iii) Industry Standards; and (iv) in compliance with applicable federal and local laws, statutes, codes, ordinances, rules and regulations (whether existing now or subsequently passed, enacted, adopted or amended, at any time, during the Contract Term collectively, "Applicable Laws"). During the Contract Term, (i) if a Contractor believes that any of the Performance Standards might conflict in any way with each other as it relates to the Contractor's performance of Services hereunder, (ii) if a Contractor believes that any recommended Services (or any proposed frequencies of such services) as set forth in a Maintenance Program (or otherwise requested of the Contractor by the District during the Contract Term) might conflict in any way with the OEM's manufacturer's recommendations for maintenance (and timing thereof) and repairs for any particular Equipment, or (iii) the Contractor desires to deviate from any Performance Standard, then the Contractor shall immediately notify the COTR of this potential conflict or proposed deviation, and obtain her/his guidance on how to proceed with respect to the performance of its Services on that matter.

All Services herein shall be performed by qualified and certified technicians, trained to provide such services. Any work that may be completed by a helper or apprentice will be allowed only under the direct supervision of a qualified technician.

C.2 *APPLICABLE DOCUMENTS [RESERVED]*

C.3 DEFINITIONS

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

"Adjust" shall mean the process of bringing the components and overall operation of Equipment into a more effective and efficient calibration or state.

“After Hours” shall mean for the purpose of this requirement, after work hours is defined as 8:00 p.m. to 6:00 a.m. EST.

“Alterations” shall mean the process of modifying the components of Equipment by use of unconventional methods or equipment to enhance continued performance and safety.

“Applicable Laws” shall have the meaning given to such term in **Section [H.12.6]**.

“Awarded Contract” shall mean any contract awarded by the District to the Contractor(s) hereunder, as may be amended or otherwise modified from time to time.

“Cleaning” shall mean the process of cleansing Equipment properly, by use of qualified and proper materials based on manufacturer guidelines.

“Close Caption Television (CCTV)” is the Closed-Circuit Television.

“Contracting Officer (CO)” is a business communications liaison between the District government and a private Contractor(s). She or he ensures that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of its supporting Contractor(s) and sub-contractor(s).

“Contract Term” shall mean the term of any Awarded Contract hereunder commencing upon the award date, continuing through any exercised option periods, and lasting until its termination or expiration thereof.

“Contractor” shall have the meaning given to such term in the Executive Summary.

“COTR” is the Contracting Officer’s Technical Representative (or her/his authorized designee).

“Emergency” is a serious situation or occurrence that happens unexpectedly and demands immediate action and/or a condition of urgent need for action or assistance as determined by the District.

“Equipment” shall have the meaning given to such term in the Executive Summary.

“Facilities” shall have the meaning given to such term in the Executive Summary.

“Industry Standards” means the highest level of industry-developed best standards, practices or procedures (including any standards, practices or procedures established by the applicable trade associations or under Applicable Laws) pertaining to, as applicable, the provision of maintenance, repair, replacement or advisory services with respect to the Equipment (or any individual piece of Equipment or groupings/classifications of

particular types of Equipment, to the extent applicable), in municipal buildings, similar to size and usage as the Facilities, located in the Greater Washington D.C. area.

“Maintenance Programs” shall mean any Routine Maintenance Programs and Preventive Maintenance Programs.

“Maintenance Repairs” shall have the meaning given to such term in **Section [C.6.2]**.

“Maintenance Services” shall have the meaning given to such term in **Section [C.6.1]**.

“OEM” is the Original Equipment Manufacturer.

“On-Call Repairs” shall have the meaning given to such term in **Section [C.5.1]**.

“Quote” shall have the meaning given to such term in **Section [C.6.8]**.

“Performance Standards” shall have the meaning given to such term in **Section [B.1]**.

“Preventive Maintenance Program” shall have the meaning given to such term in **Section [C.6.1]**.

“Preventive Maintenance Services” shall have the meaning given to such term in **Section [C.6.1]**.

“Repair Services” shall have the meaning given to such term in **Section [C.6.2]**.

“Replacement Services” shall have the meaning given to such term in **Section [C.6.3]**.

“Routine Maintenance Program” shall have the meaning given to such term in **Section [C.6.1]**.

“Routine Maintenance Services” shall have the meaning given to such term in **Section [C.6.1]**.

“Salesforce” is a cloud-based Customer Relationship Management (CRM) software system. Salesforce provides a platform for work order management, enabling the District to track work order service level agreements and oversee city-wide facilities work order request, and monitor contractor’s costs and performance. Contractors are required to update the system at a timely manner and understand that the District will use the data as a contractor work performance indicator in annual and quarterly reviews.

“Services” shall have the meaning given to such term in **Section [C.5] thru [C.14]**

“Weekly” means services to be performed one (1) time per week.

“Standard Work Hours” shall mean for the purpose of this requirement, standard work hours are 6 a.m. to 8:00 p.m. EST.

C.4

BACKGROUND

The work required hereunder shall consist of maintenance, repair and technical advisory services and shall include the furnishing of all labor, transportation, equipment, and other appurtenances necessary to maintain, repair, and provide all technical user support functions of the Districts various CCTV and or A/V equipment and systems. The Contractor shall be proficient in the maintenance and repair services of commercial CCTV & Electronic Access Control with Integrator Certification and Factory Training from both Dedicated Micros Inc. and RS2 Technologies to demonstrate the firm's certifications, qualifications, ability to obtain specified material, and successful past performance with the approved products detailed in these specifications.

The Contractor shall provide all labor, material, equipment, project management and site supervision for repair and maintenance services at Metropolitan Police Department (MPD) facilities within the District of Columbia.

This Statement of Work (SOW) defines the specific manufacturer's platform for each CCTV and Access Control system but does not provide comprehensive documentation on each device required to deliver a turnkey solution to any maintenance and repair issues. It is the responsibility of the Contractor to ensure that all work includes the necessary features and functions of each sub-system that supports the operation of MPD's CCTV and Electronic Access Control system. Currently, MPD utilizes a Dedicated Micros CCTV solution and a RS2 Access Control platform.

The Dedicated Micros CCTV system includes interior and exterior pan/tilt/zoom IP cameras, day/night fixed IP cameras, lenses, housings, enclosures, mounts, power supplies, video management software, monitoring and control equipment, patch panels, CAT6 cabling, Dedicated Micros Closed POE switch components, video servers, and video recording equipment.

The RS2 Access Control and Monitoring System includes monitoring and control head end, annunciation devices, intelligent system controllers, network interface cards, power supplies, software licensing, software integration, MPD specified GE APL approved FIPS 201 smart card readers, electronic locking hardware, request-to-exit motion detectors, request-to-exit pushbuttons, door contacts, low-voltage plenum data and power cabling, and detection sensors.

The Contractor shall be required to provide CCTV & Electronic Access Control equipment and services on the following manufacturer's equipment:

- **RS2 Technologies** - Access Control and Alarm Monitoring System Software, Hardware, and Head-End including system controllers, network interface, reader interface module, input/output boards, enclosures, and panel prep materials
- **HES** - Electronic Door Locking Hardware
- **Securitron and Bosch** - Request-to-Exit Devices and Field Devices
- **Sentrol** - Door Contacts and Intrusion Edge Devices

- **Bosch** -Intrusion Detection Motion Detectors
- **Sentrol** -Roof Hatch Contacts
- **General Electric** - Multiclass GSA APL Approved FIPS 201 Transition Smart Card Readers
- **DMP** - Intrusion Detection Controller and Head-End
- **DMP** -Intrusion Detection Keypads
- **Dedicated Micros** - IP Video Management System Software and Servers
- **Dedicated Micros** - Head-End/Storage Solution/Network Video Recorders
- **Dedicated Micros** - Closed IP Switch Components
- **Dedicated Micros** -IP Video Surveillance Day/Night Fixed Cameras
- **Dedicated Micros** -IP Video Surveillance PTZ Cameras (exterior and interior)
- **Dedicated Micros** -Vandal-Proof Domes, Housings, and Hardware
- **APC** -UPS Components for security systems.
- **D-Link** -4-Port KVM Switch and LCD Monitor
- **American Fibertek** -Fiber Optic Components
- **Dell** - Security Network Infrastructure and PC Hardware
- **Louroc** -Microphone and Paging Electronics, Speakers, Amplifiers
- **Altronix** -Power Supplies
- **Hoffman** -Enclosures for ESS Package
- **Belden** - Structured Cabling System for ESS Package
- **Milestone** – Milestone Systems (CCTV) Partner

C.5 REQUIREMENTS

The Contractor(s) shall be required to provide various Maintenance Services, Repair Services, Replacement Services and Technical Advisory Services (collectively, the “Services”) at the Facilities. Such Services shall be performed in the manner set forth hereunder.

C.5.1 On-Call Repair Services:

In the event of equipment failure, the Contractor shall provide all supervision, labor, parts, and equipment necessary to return the affected system(s) to optimal operation. The Contractor will also provide any necessary replacement parts. The Contractor shall perform On-Call Repair Services on an as needed basis twenty-four (24)-hours a day,

seven (7)-days a week, three-hundred sixty-five (365)-days a year including all weekends and holidays. Within four (4) business days for non-critical needs, the Contractor will be responsible for making an assessment of the required repair(s) and provide an itemized quote outlining the all labor rates in accordance with the Contract labor categories and rates, total hours to complete the subject repair services and a full list of all parts required. All required parts for services and repairs shall be quoted at vendor cost with no more than a 10% mark-up.

- C.5.1.1** The Contractor shall perform all CCTV operations, tests, inspections, maintenance, alterations, and repairs in accordance with manufacturer recommendations.
- C.5.1.2** CCTV work shall be performed by technicians trained to service equipment on which they work. Any work that may be completed by a helper or apprentice will be allowed only under the direct supervision of a qualified CCTV technician
- C.5.1.3** Within five (5) business days after completion of work, the Contractor shall submit a Work Order to the COTR via email and include a copy of each Work Order in monthly invoices.
- C.5.1.4** The Contractor shall provide the Department with a toll-free number available twenty-four (24) hours per day, seven (7) days per week, three-hundred, sixty-five (365) days per year where the outages will be reported. Once the Department detects an outage, the Department will contact the Contractor and the Contractor must respond within 4 hours from the time of reporting the outage.
- C.5.1.4.1** If the Contractor fails to meet the response times more than one time in any thirty (30)-day period, the Department reserves the right to terminate the contract for default in accordance with **Section [C.6.6]**.

Service Center - Contractor shall list the address of the service center that will maintain the system.

Exceptions - In the event cabling or major network trunks are physically damaged, the Contractor shall provide a quote to the District (within 12 business hours of determining the outage is related to damaged cabling) to repair the cabling. All cabling work shall be completed by certified personnel. The Contractors quote to repair the cabling must include time to resolve upon acceptance of the quote by the District. The District reserves the right to reject any quote and obtain quotes from other Contractors.

C.6 REQUIREMENTS

The Contractor(s) shall be required to provide various Maintenance, Repair, Replacement and Technical Advisory Services (collectively, the “Services”) at the Facilities. Such Services shall be performed in the manner set forth below:

- C.6.1 Maintenance Services.** The Contractor(s) shall provide, on an “as-needed basis” and “directed” basis, certain Routine and Preventive Maintenance Services, as set forth below (collectively, the “Maintenance Services”):

Routine Maintenance Services. If during the Contract Term, the District desires to have the Contractor provide routine maintenance services with respect to any Equipment at a Facility (inclusive of services, frequencies of such services, methodologies, strategies, and standards (collectively, the “Routine Maintenance Services”), the COTR will so inform the Contractor and provide such relevant information pertaining to the Maintenance so that the Contractor can ascertain the recommended routine maintenance program. At the COTR’s request (and within the response time), the Contractor will provide the COTR an itemized Quote to perform Routine Maintenance Services based on the pricing schedule set forth in the Awarded Contract, contemplated by the District’s proposed maintenance program. Alternatively, if the District does not have a maintenance program that it would like to propose for any such Equipment, the COTR may request the Contractor to (i) propose a maintenance program based upon the District’s needs with respect to any Equipment (inclusive of services, frequencies of such services, methodologies, strategies, and standards to be followed by the Contractor when providing such services, including those recommended by such Equipment’s OEM), and (ii) provide the COTR with a Quote to perform such Routine Maintenance Services pursuant to the Contractor’s proposed maintenance program. The COTR shall have the right to approve, modify, or reject such quotes from the Contractor (including the Contractor’s proposed maintenance program or any submitted Quote) (either in whole or in part). However, once (i) a maintenance program has been developed or otherwise approved by the District and (ii) a corresponding Quote from the Contractor has been approved by the COTR, then the Contractor shall be required to perform Routine Maintenance Services with respect to any Equipment in a manner consistent with the requirements of the Routine Maintenance Program (as defined below) and the terms of this CONTRACT. For purposes of this CONTRACT, a “**Routine Maintenance Program**” shall mean any routine maintenance program developed by the Contractor and subsequently agreed to by District in the manner contemplated hereby.

Preventive Maintenance Services. If during the Contract Term, the District desires to have the Contractor provide preventive maintenance services with respect to any Equipment at a Facility (including any inspections, cleanings, alignments, configurations, adjustments and other comprehensive preventive maintenance services in the manner recommended by such Equipment’s OEM (collectively, the “Preventive Maintenance Services”), the COTR will so inform the Contractor and provide such relevant information pertaining to the Equipment so that the Contractor can ascertain the OEM’s recommended preventive maintenance program. At the COTR’s request (and within the response time), the Contractor will provide the COTR an itemized Quote to perform Preventive Maintenance Services based on the pricing schedule set forth in the Awarded Contract. The COTR shall have the right to approve, modify, or reject such quotes from the Contractor (including the Contractor’s proposed preventive maintenance program or any submitted Quote) (either in whole or in part). However, once a preventive maintenance program has been developed or otherwise approved by the COTR, then the Contractor shall be required to perform Preventive Maintenance Services with respect to any Equipment in a manner consistent with the requirements of the Preventive Maintenance Program (as defined below) and the terms of this CONTRACT. For purposes of this CONTRACT, a “**Preventive Maintenance Program**” shall mean any

preventive maintenance program developed by the Contractor and subsequently agreed to by the District in the manner contemplated hereby.

Maintenance Services Reporting. Upon completing its Routine Maintenance Services and/or Preventive Maintenance Services, the Contractor(s) shall provide a checklist of services performed and a written report to the COTR through Salesforce by the 10th of the preceding month, following the completion of such services. The report shall (i) detail all Equipment serviced, (ii) list repairs recommended (the “Maintenance Repairs”), (iii) state the condition of such Equipment, and (iv) set forth pertinent information about each Equipment including the specific type, year, make, model, serial number, current condition, system needs, and components’ condition applicable to each Facility.

C.6.2 Repair Services. Subject to the conditions set forth below, the Contractor(s) shall perform all Maintenance Repairs and On-Call Repairs, on an “as-needed” and “directed” basis (collectively, the “Repair Services”).

Maintenance Repairs. In the event the District determines that Routine Maintenance and Preventive Maintenance Services are needed, the Contractor may determine that certain Maintenance Repairs, as described in **Section [C.6.1]** are required to restore Equipment to satisfactory operability, as per OEM’s Performance Standards or any applicable Maintenance Program. In such a situation, the Contractor, upon assessment, may determine that certain maintenance repair is required, and provide an itemized quote based on the pricing schedule set forth in the Awarded Contract. Upon written approval by the DGS, Office of Contracts and Procurement’s Contracting Officer, the Contractor shall proceed with performing the Maintenance Repairs. Any such repairs shall be coordinated with the COTR, and after completion of such repairs (and prior to submitting invoice for payment), the Contractor must have their work inspected by the COTR. All Maintenance Repairs shall be completed within twenty-four (24) hours of the initial assessment date (or, in the case of an Emergency, within two (2) hours of such assessment), unless otherwise instructed by the COTR.

On-Call Repairs. In the event the District determines that On-Call Repairs are needed, the COTR may contact the Contractor to provide required repairs. The Contractor, upon assessment, may determine that certain On-Call Repairs, as described in **Section [C.5.2]** are required, and provide an itemized quote based on the pricing schedule set forth in the Awarded Contract. Upon written approval by the DGS, Office of Contracts and Procurement’s Contracting Officer, the Contractor shall proceed with performing the On-Call Repairs. Any such repairs shall be coordinated with the COTR, and after completion of such repairs (and prior to submitting invoice for payment), the Contractor must have the work inspected by the COTR. All On-Call Repairs shall be completed within twenty-four (24) hours of the Contractor’s initial assessment (or, in the case of an Emergency, within two (2) hours of such assessment), unless otherwise instructed by the COTR.

C.6.3 Replacement Services. In the event the District determines that Replacement Services are needed, the COTR may contact the Contractor to perform various replacement services with respect to any Equipment in strict compliance with the instructions and guidance. In such situation, the Contractor shall provide an itemized quote based on the

pricing schedule set forth in the Awarded Contract (inclusive costs for purchasing the new equipment, disposing of the old equipment, and the total labor hours required). Upon written approval by DGS, Office of Contracts and Procurement's Contracting Officer, the Contractor(s) may proceed with performing the Replacement Services. Upon completion, the Contractor shall remove the equipment being replaced and dispose of it in strict compliance with (i) the instructions and guidance provided to the Contractor by the COTR, and (ii) Applicable Laws. The installation schedule shall be coordinated with the COTR, and after completion (and prior to submitting its invoice for payment), the Contractor must have the new equipment inspected and approved by the COTR.

Quality of Replacement Equipment. All replacement equipment shall be of equal quality to, or exceed and conform to, the equipment being replaced. For illustrative purposes only, the current manufacturer of equipment, currently existing at the facilities, establishes a minimum standard for the expected quality, performance, suitability and workmanship of any replacement equipment.

Delivery and Removal of Containers. The Contractor shall deliver all new equipment for the COTR's inspection in good condition to the applicable facilities, to the extent applicable, in the manufacturer's original unopened containers that bear the name and brand of the manufacturer, together with receipts for such purchases of equipment, for which the Contractor intends to bill the Department. To the extent applicable, the Contractor shall remove (i) all packaging, supplies, and materials used to complete the installation, and (ii) recycle all non-working parts/components at the direction of the COTR.

C.6.4 Technical Advisory Services. In the event the District determines that Technical Advisory Services are needed, the COTR may contact the Contractor to provide technical advisory services with respect to the equipment or any facilities' future technology, communications or security needs (collectively, the "**Technical Advisory Services**"). Such Technical Advisory Services by the Contractor may include, without limitation, providing the District with the following: (i) technical advice with respect to the placement of cameras, wiring and routing of cables, and related equipment components at any particular facility; (ii) technical guidance with respect to assessing the future utility and feasibility of equipment currently outdated (or expected to become outdated in the future); (iii) designing and evaluating the acquisition of new equipment (or the replacement of existing equipment); and (iv) any other technical advice or guidance requested by the District with respect to the equipment or a facility's future technology, communications or security needs. In the event that the Contractor advises the District on the preparation of a future scope of work or procurement-related materials, the District reserves the right (in its' sole discretion) to not have the Contractor (i) submit quotes thereon, and/or (ii) perform any services contemplated by such scope of work or future procurement.

C.6.5 Parts and Materials. In connection with the provision of Services hereunder, the Contractor shall furnish any needed repair parts for use in the repair and maintenance of Equipment. Unless otherwise authorized by the COTR, all repair parts shall be equal quality to or exceed and conform, to the original equipment installed. However, if any

such Equipment is under warranty, the Contractor shall utilize OEM replacement parts. If the Contractor is unable to obtain such parts, it shall obtain the District's approval before utilizing a non-OEM part. Notwithstanding the above, to the extent applicable, all parts or components purchased by Contractor shall meet EnergyStar specifications for energy efficiency. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products. The purpose of this requirement of EnergyStar qualified equipment is to reduce both the Facilities' overall electrical consumption and the greenhouse gas emissions related to power generation and usage.

C.6.6 Response Times. The Contractor(s) shall (i) respond to all requests for services by telephone within a one (1) hour period, (ii) arrive at the site within two (2) hours from the initial request, and (iii) **provide repair quotes, in the event of a non-Emergency, within four (4) business days from arriving on-site** (or, in the event of an Emergency, within two (2) hours from arriving on the site). All services shall be provided to the District, twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, including holidays and weekends.

C.6.7 Warranty. In connection with the installation of any new equipment (including its' related parts and components), the Contractor shall provide the District with all manufacturer's warranties. The minimum warranty shall be for the longer of: (i) one (1) year for such equipment (including its' parts and components), or (ii) such longer warranty period being offered by the manufacturer.

In connection with the Contractor's repair of then existing equipment (or its' related parts and components), the Contractor shall guarantee all of their repair work for a period of thirty (30) days. During that thirty (30) day period, if the Contractor has been informed that their repair work has failed to correct the initial problem, the Contractor shall promptly repair such faulty equipment, at no additional cost to the District. In this case, the Contractor's subsequent repairs shall be guaranteed for another thirty (30) day period.

C.6.8 Quotes

Price Schedule. Any quotes required of the Contractor (including for Repair Services) shall be prepared by the Contractor (utilizing its' Labor Rates) in a format consistent with **Section [B.4]** (a "Price Schedule"). Preparation of quotes shall be at no charge to the District. The Contractor must submit a quote, and have it approved by the COTR, prior to commencing any work hereunder.

Pricing/Mark-Ups. The price charged for the parts shall be based on actual cost, less all applicable discounts to the Department, and in no event, shall the price exceed the Contractor's sale price to its most-favored customer for the same item in like quantity, or the current market price, whichever is lower. If it is determined that any replacement equipment (including its parts and components) are needed, the cost of these parts shall be added to the invoice at cost with no greater than a ten (10%) percent mark-up on the Contractor's cost of parts and materials. The invoice shall include unit pricing and an

itemized list of all replacement parts used. When repairs are needed, the inspection shall be of no cost to the District.

C.7 Technical Requirements/Qualifications

C.7.1 Technical Requirements. In addition to complying with the requirements outlined elsewhere in this CONTRACT, the Contractor shall at a minimum:

- a. Carry all necessary insurances required by the District under this award;
- b. Supply a sufficient number of vehicles/trucks, equipment, tools, labor and supplies needed to perform all of the services required of it in an accurate and expedient manner including, and without limitation, to maintaining (or having access to) an ample supply of replacement parts for the equipment;
- c. Have the necessary capacity and manpower to successfully perform the services contemplated hereby; and
- d. Completely familiarize itself with their quote documents.

C.7.2 Qualifications. Each Contractor shall submit evidence with their quote satisfactory to the District that such Contractor can fulfill the requirements of the contract. Such evidence must include the following, but not limited to:

- a. Proof that a Contractor is duly licensed with the D.C. Department of Consumer and Regulatory Affairs to perform the Services contemplated by this CONTRACT;
- b. Proof that the technicians who a Contractor intends to utilize, if awarded a contract hereunder, to perform the Services carry the necessary certification to provide maintenance, repairs and installation services, with respect to the equipment, from any three (3) or more of the following Equipment manufacturers: Cisco; Crestron; Valcom; Bogen; and Biamp. It being understood that the District reserves the right (in its sole discretion) to not engage any Contractor to perform services with respect to any equipment if such Contractor does not have any technicians who (or subcontractors that) are certified to service such equipment by its applicable manufacturer;
- c. Proof that Contractor has had at least five (5) years of experience with performing for customers various services comparable in nature to the Maintenance, Repairs, Replacement and Technical Advisory Services for commercial or industrial buildings. Contractor must complete and deliver with its bid, which contains (i) a list of customers for which a Contractor has performed services similar to these Services, and (ii) the names, telephone numbers of individuals associated with such customers, who the District may contact to verify the Contractor's performance, and (iii) a description of services that were provided by such Contractor.

C.7.3 Work Site and Safety Procedures. To the extent applicable,

The Contractor shall provide all safeguards and suitable barricades to protect public and adjacent property.

The Contractor shall repair or remove unsafe items and clean unsanitary areas.

The Contractor shall remove abandoned items and any items serving no useful purpose, such as abandoned parts, wiring and electrical devices.

The Contractor shall remove unsuitable or extraneous materials such as abandoned equipment, and debris.

The Contractor shall clean surfaces and remove surface finishes as needed to install new work and finishes.

The Contractor shall design and provide all necessary temporary terminations and redirects of utility services (electrical power) to a particular Facility to the satisfaction of the COTR.

The Contractor's employees shall be subject to background checks. If there is suspicion of drug use (erratic or suspicious behavior) by an employee, the Department reserves the right to request, at any time, that such individual be removed from project.

The Contractor shall not disturb portions of the Facilities outside of those areas in which the Services are required.

The Contractor shall keep driveways, loading areas, and entrances serving premises clear and available to District employees, the public, and emergency vehicles at all times. The Contractor shall not use these areas for parking or storage of materials, and schedule deliveries to minimize use of driveways and entrances.

The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

The Department, on its behalf, may appoint other entities or representatives to manage, the day-to-day activities for the execution of the Project.

C.8 Key Personnel

The Contractor's personnel should have the necessary experience and licenses to perform the required work. Key personnel shall include, at a minimum, the following individuals: (i) certified repair technician(s); and (ii) the account executive for this contract. The account executive should be a senior member of the Contractor's management team who has the authority and responsibility for ensuring that the Contractor's responsibilities are properly discharged. The Contractor will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

The Contractor shall designate two Key Personnel to be available to communicate with the Department by telephone and email twenty-four (24) hours a day, seven (7) days a week, over the course of the Contract.

C.9 Clean-Up

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

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

Work sites shall be appropriately designated by any necessary signage and barriers including signs, caution tape, etc. as required to protect areas.

The Contractor shall ensure that all work areas shall be maintained in a neat, orderly and workmanlike appearance at all times.

The Contractor shall dispose of daily all hazardous waste in accordance with all Applicable Laws. At no time, shall the use of dumpsters or trash receptacles be allowed at any location. There shall be no dumping of materials in or around District of Columbia buildings or facilities.

C.10 Regulatory Compliance

The Contractor and their employees shall obtain and maintain, at all times, all applicable permits, licenses, authorizations and/or certificates needed to perform the Services as required by Applicable Laws. A copy of these documents must be provided to the COTR upon request.

C.11 Safety Standards

The Contractor shall ensure all personnel safety, including subcontractors and equipment, comply with the requirements and standards of the Occupational Safety and Health Administration (OSHA), as amended from time to time. Appropriate protective equipment shall be provided to, and used by, all employees while performing work. The

Contractor shall take every precaution at all times for the protection of persons and their property that may come on the work site or be affected by the Contractor's operation and give immediate notice to the COTR, or the Department's designee, of any condition deemed hazardous to any persons.

C.12 Service Hours

The Contractor shall provide services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, including holidays and weekends, and as directed and approved by the COTR.

C.13 Locations of Work Sites

The following are MPD location(s) where CCTV and Access Control System equipment is to be serviced:

FACILITY NAME/OCCUPANT	ADDRESS	PHONE NUMBER	WARD
1st District Headquarters	101 M Str. SW	202-698-0555	2
1st District Substation	500 E Street SE	202-698-0068	1
2nd District Headquarters	3320 Idaho Ave. NW	202-715-7300	2
3rd District Headquarters	1620 V Str. NW	202-673-6815	1
4th District Headquarters Substation	6001 Georgia Ave. NW	202-715-7400	4
5th District Headquarters	750 Park Rd. NW	202-576-8222	1
6th District Headquarters	1805 Bladensburg Rd. NE	202-698-0288	5
6th District Substation	100 42nd D Str. NE		
6th District Substation	5002 Hayes Str. NE	202-698-0880	6
7th District Substation	2701 Penn. Ave. SE	202-698-2088	7
7th District Headquarters	2455 Alabama Ave. SE	202-689-1500	8
Asian Liaison	300 Indiana Ave. NW	202-724-8009	6
ATEU	2850 New York Ave NE	202-576-9265	5
Explosive Ordinance Disposal	201 New York Avenue NE	202-645-3788	5
DSO/Homeland	1900 Mass. Ave. NE	202-299-2015	7
Equipment & Supply Branch	2850 New York Ave NE	202-299-3999	5
ERT	2850 New York Ave NE	202-645-3884	5
Evidence Control Division	17 DC Village Lane SW	202-727-3230	8
Fleet Service	2175 West Virginia Ave. NE	202-576-5388	5
Crime Scene Investigation Division	401 E Str. SW	202-576-3311	2
GLLU	1369 A Conn. Ave. NW	202-727-5427	2
Harbor	550 Water Str. SW	202-727-4582	2
Heliport	1724 South Capitol Str. SE	202-727-4218	6
Henry Daly Building	300 Indiana Ave. NW	202-727-4218	6
IAD/FIT	6 DC Village Lane SW	202-727-4385	8
Impound Lot	5001 Shepherd Pkwy SW	202-645-5544	8
K-9 Unit	4667 Blue Plains Dr. SW	202-645-0071	8
Latino Liaison Unit	1800 Columbia Rd NW	202-673-4445	1
NSID (Narcotics)	2850 New York Ave. NE	202-299-5555	5
Patrol Services Bureau &	801 Shepherd Str. NW	202-576-6600	4

School Security Branch			
Recruiting	101 M Str. SW	202-645-0445	2
Special Operations	2850 New York Ave. NE	202-671-6511	5
Traffic Safety and Special Enforcement	501 New York Ave. NW	202-698-0200	2
Training Academy	4665 Blue Plains Dr. SW	202-645-6609	8
Tactical Training Center	4666 Blue Plains Dr. SW	N/A	8
Youth Division	5002 Hayes Str. NE	202-576-6768	5

C.14 Completion Schedule

Time is of the essence with respect to the contract. The Department shall have priority over any other similar contract(s) held by the Contractor throughout the course of the Contract. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the required services are completed on time and in a diligent, skilled and professional manner.

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 base period of performance is twelve (12) months, beginning date of award by the District’s execution of the Contract through one (1) year thereafter.

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 date and month of initial award and one year thereafter, less one (1) day. The estimated Fiscal Year Periods are illustrated below:

<u>Option Year</u>	<u>Period of Performance</u>
OY1	1-Dec-2019 thru 30-Nov-2020
OY2	1-Dec-2020 thru 30-Nov-2021
OY3	1-Dec-2021 thru 30-Nov-2022
OY4	1-Dec-2022 thru 30-Nov-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 **Section [B.4]** 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 **Section [B.4] Price Schedule**.

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

F.2.5 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 and submit each deliverable to the Contract Administrator identified in **Section [G.11]**. The District reserves the right to add and or remove deliverables throughout the life of the Contract whether Deliverables are issued in conjunction with a Task Order and or otherwise issued by Contract Modification.

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.8.1]**.

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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in **Section [G.4]**.

G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

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.5.7]**.

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

G.4 PAYMENT

G.4.1 PARTIAL PAYMENTS

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

- a) The amount due on the deliveries warrants it; or

b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

- Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in **Section [B]**.

c) Presentation of a properly executed invoice.

G.4.2 Payment for Reimbursable Items and Services

Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in **Section [B]** by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

G.4.3 Ordering Clause

G.4.3.1 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.4.3.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.4.3.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.5 COST REIMBURSEMENT CEILING

G.5.1 Cost reimbursement ceiling for this contract is set forth in **Section [B.4.2]**.

G.5.2 The costs for performing the cost reimbursement elements of this contract shall not exceed the cost reimbursement ceiling specified in **Section [B.4.2]**.

G.5.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all of the cost-reimbursable obligations under this contract within the cost reimbursement ceiling.

G.5.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of the cost-reimbursable elements of this contract will be either greater or substantially less than the cost reimbursement ceiling.

- G.5.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the cost-reimbursable elements of this contract.
- G.5.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in **Section [B.4.2]**, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in **Section [B.4.2]**, until he CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.5.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.5.8** If any cost reimbursement ceiling specified in **Section [B.4.2]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.5.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in **Section [B.4.2]**, unless the change order specifically increases the cost reimbursement ceiling.
- G.5.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.
- G.6** **HOURLY RATE CEILING**
- G.6.1** The ceilings for specified hourly rate items are set forth in **Sections [B.4.2]**.
- G.6.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in **Sections [B.4.2]**.
- G.6.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.
- G.6.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.

- G.6.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- G.6.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in **Sections [B.4.2]**, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in **Sections [B.4.2]**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- G.6.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.6.8** If any hourly rate ceiling specified in **Sections [B.4.2]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.6.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in **Sections [B.4.2]**, unless the change order specifically increases the hourly rate ceilings

G.7 ASSIGNMENT OF CONTRACT PAYMENTS

- G.7.1** 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.7.2** Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.
- G.7.3** 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.8 THE QUICK PAYMENT ACT

G.8.1 Interest Penalties to Contractors

- G.8.1.1** 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.8.1.1.1** The date on which payment is due under the terms of the contract;
 - G.8.1.1.2** Not later than seven (7) calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
 - G.8.1.1.3** Not later than ten (10) calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
 - G.8.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.8.1.2** 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.8.1.2.1** 3rd day after the required payment date for meat or a meat food product;
 - G.8.1.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.8.1.2.3** 15th day after any other required payment date.
- G.8.1.3** 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.8.2** **Payments to Subcontractors**
- G.8.2.1** 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.8.2.1.1** 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.8.2.1.2** 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.8.2.2** 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.8.2.2.1** 3rd day after the required payment date for meat or a meat product;
 - G.8.2.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.8.2.2.3** 15th day after any other required payment date.
- G.8.2.3** 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.8.2.4** 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.8.3** **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.9 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 and Associate Director
 Department of General Services, Contract & Procurement Division
 2000 14th Street, N.W. | 8th Floor
 (202) 727-2800 Phone

G.10 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.10.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.10.2** 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.10.3** 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.11 CONTRACT ADMINSTRATOR (CA)

G.11.1 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.11.1.1 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.11.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.11.1.3 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.11.1.4 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.11.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.11.2 The address and telephone number of the CA is:

SEAN LINK

Operations Specialist | Facilities Management Division

Department of General Services

Tel: (202) 698-1184

Email: sean.link@dc.gov

G.11.3 The CA shall NOT have the authority to:

- i. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- ii. Grant deviations from or waive any of the terms and conditions of the contract;
- iii. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- iv. Authorize the expenditure of funds by the Contractor;
- v. Change the period of performance; or
- vi. Authorize the use of District property, except as specified under the contract.

G.11.4 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.13* 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.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

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

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

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

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

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

H.3.3

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

H.3.4

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

H.3.5

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

H.4

UNEMPLOYED ANTI-DISCRIMINATION

H.4.1

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

H.4.2

The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

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

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

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

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

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

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

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

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

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

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

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

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

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

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

H.6 [RESERVED]

H.7 [RESERVED]

H.8 [RESERVED]

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

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

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

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

H.9.1.4 Except as provided in **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.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.12 CONTRACTOR RESPONSIBILITIES

H.12.1 The Contractor shall be responsible for providing services in accordance with the requirements of this contract.

H.12.2 The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.

H.12.3 The Contractor shall furnish all equipment needed for the performance of the work under this contract. All equipment must be properly guarded and meet all applicable OSHA standards.

H.12.4 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

H.12.5 Licensing, Accreditation and Registration

All Contractors must provide proof, in their bid, to the District that they have a “Basic Business License” issued by the D.C. Department of Consumer and Regulatory Affairs (DCRA). During the contract, each Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all licensing, accreditation, and registration requirements and standards under Applicable Laws for the performance of the contract.

H.12.6 Conformance with Laws

The Contractor shall perform the Services hereunder in accordance with applicable local and federal statutes, laws, codes, ordinances, regulations, rules, requirements and orders (“Applicable Laws”).

H.12.7 [RESERVED]

H.12.8 [RESERVED]

H.12.9 Allowable Subcontracting Requirements

- H.12.9.1** The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.
- H.12.9.2** It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.
- H.12.9.3** The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.
- H.12.9.3.1** If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.
- H.12.9.3.2** The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

H.13.10 Staff Attire and Identification

- H.13.1** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.
- H.13.2** The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

H.14 Safety Requirements

- H.14.1** The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.
- H.14.2** The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (OSHA) including, but not limited to:

- a. Back support devices

- b. Eye protection
- c. Hearing protection
- d. Hand protection
- e. Head protection
- f. Foot protection

H.14.3 The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

H.14.4 Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.

H.14.5 The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.

H.15 Fire Prevention

H.15.1 The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District property being serviced on the job site.

H.15.2 The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.

H.16 Smoke Free Environment

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

H.17 DELIVERY OF SERVICES – [RESERVED]

H.18 Communication

At its own expense, the Contractor shall provide electronic pagers, transportable cellular telephones, or any other telecommunication devices adequate to effectively provide a communication link to District officials especially in emergency situations when the need to get hold of contractor personnel is greatest. The names of the individual officers and the telephone numbers for their respectively assigned pager and telephone number shall

be provided to the Contracting Officer and the COTR at the start of the period of performance.

H.19 Accident Reports

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

H.20 Property Damage Notification

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

H.21 Suspension of Work

H.21.1 In the event services are not provided or required by the District because the buildings is closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.

H.21.2 The deduction rate in dollars per day will be equal to the per month contract price for the building, divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).

H.21.3 The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.

H.21.4 Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.

H.21.5 In the event services are provided for portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

H.22 Contract Completion or Termination

H.22.1 The Contractor shall turn over all plans codes, manuals, records, files, reports, databases spare inventory and materials developed or purchased in the course of the contract to the COTR within thirty (30) calendar days after contract completion or termination. The Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in and phase-out transition periods, and how the Contractor will interact with the existing work force during the thirty (30) days of transition at the beginning and end of this contract

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

A. Definitions

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

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

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

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

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

B. Title to Project Deliverables

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

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

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

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

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

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form

CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

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

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

3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with

the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So-called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written

in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

A. 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.

B. 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.

C. 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.**

D. 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.

E. 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.

F. 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.

G. 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
Department of General Services**

GEORGE G. LEWIS, CPPO

Chief Contracting Officer and Associate Director
Department of General Services, Contract & Procurement Division
2000 14th Street, N.W. | 8th Floor
(202) 727-2800 Phone

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.

K. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

L. 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.**

M. 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.

N. 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.

O. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

P. 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. Evidence of insurance shall be submitted to the Contracting Officer.

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.

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 **Attachment J.8**. 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

All disputes arising under or relating to the Contract shall be resolved as provided in the Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 14, 2016 (“SCP”), Article 14: Disputes: *Attachment J.6*

I.12 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section [I.11] - 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

The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause.) The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

I.13.2 Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the Contract:

I.13.3 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination, which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act.

I.13.4 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

- a) employment, upgrading or transfer;
- b) recruitment, or recruitment advertising;
- c) demotion, layoff, or termination;
- d) rates of pay, or other forms of compensation; and
- e) selection for training and apprenticeship.

- I.13.5** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting agency, setting forth the provisions in paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.
- I.13.6** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b) (2).
- I.13.7** The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.13.8** The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.13.9** The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- I.13.10** 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.
- I.13.11** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

**SECTION J
ATTACHMENTS**

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

ATTACHMENT NUMBER	DOCUMENT
J.1	2018 Way to Work Amendment Act of 2006 - Living Wage Fact Sheet & Notice
J.2	Award Signature Page
J.3	Bidder-Offeror Certification Form
J.4	Department of Employment Services First Source - Employment Agreement
J.5	Department of Employment Services First Source - Employment Plan
J.6	Department of General Services – Standard Contract Provisions (Goods and Services) dated January 14, 2016
J.7	DSLBD SBE Subcontracting Plan Form
J.8	EEO Policy Statement Agreement Office of Local Business Development Equal Employment Opportunity Information Report and
J.9	Form of Invoice
J.10	Form of Task Order
J.11	Price Schedule (Bid Form)
J.12	Tax Certification Affidavit
J.13	U.S. Department of Labor Wage Determination [2015-4281, Revision 11, and July 3, 2018]

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

Please see “Bidder/Offeror Certification From” *Attachment J.3*

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends to, but is not obligated to, award multiple contracts resulting from this solicitation to all qualified Contractors whose bid is responsive to the IFB and the responsible bidders who bids are most advantageous to the District considering price and the price-related evaluation factors identified in the IFB.

L.2 BID SUBMISSION DATE AND TIME

Bids must be *submitted no later than 11:00 a.m. EST on Tuesday, November 15, 2018.* Bidders shall deliver their bids to the Department of General Services, located at the Frank D. Reeves Building | 2000 14th Street, N.W. 8th Floor receptionist in accordance with the submission deadline identified herein.

L.2.1 Bid Organization and Content

Bids shall be proffered with one (1) original, two (2) copies and one (1) redacted copy in accordance with **Section [L.18]**. Bids shall be placed in a sealed envelope/package conspicuously marked: ***DCAM-19-NC-IFB-0014 Low Voltage CCTV & Audio-Visual Maintenance & Repair (M&R) and Technical Advisory Services.*** The official name of the firm submitting the bid must appear on the outside front cover of the envelop/package. Telephonic, telegraphic, and facsimile bids will not be accepted.

L.2.1.1 An electronic copy of the Contract Pricing - Bid Form ***Attachment J.11*** shall be emailed to the address indicated in *Section A – Contact* on or before the Bid Submission Deadline as defined in **Section [L.3]**. The electronic document shall be in MS Excel format *only* and both the electronic copy and the hard copies “Bid Form” ***Attachment J.11*** shall contain the same bid pricing information, without exception.

L.2.1.1.1 **NOTE:** In the opinion of the Department, any material deviations of the ***Attachment J.11*** which has been provided by the Department shall be sufficient to render the bid non-responsive and subject to exclusion from further evaluation in consideration of award.

L.2.2 Attachments

The Bidder shall complete and include *all* of the following attachments with their hand-delivered bid *in the order listed below:*

(a) Award/Signature Page ***Attachment J.2***

a. Acknowledgement of Amendments (Award/Signature Page Section 13)

- (b) The IFB pages **2 - 65**
- (c) Contract Pricing - Bid Form - Each Bidder shall submit a Bid Form **Attachment J.11**;
 - a. Electronic Copy of the Contract Pricing - Bid Form **Attachment J.11** in MS Excel format only shall be emailed to the address indicated in **Section [A] "Contact"** and as described in **Section [L.2.1.1]**;
- (d) Bidder/Offeror Certification Form **Attachment J.3**
- (e) Tax Affidavit - Each Bidder shall submit a completed tax affidavit to include an e-mail address and fax number **Attachment J.12**. In order to be eligible for this procurement, Bidders must be in full compliance with their tax obligations to the District of Columbia government;
- (f) Subcontracting Plan Form - Each Bidder shall submit a Subcontracting Plan, if applicable, substantially in the form of **Attachment J.7**;
- (g) First Source Employment Agreement - Each Bidder shall submit the First Source Employment Agreement in the form of **Attachment J.4**; and
- (h) First Source Employment Plan – Each Bidder shall submit the First Source Employment Plan in the form of **Attachment J.5**; and
- (i) EEO Policy Statement Agreement – Each Bidder shall submit the EEO Policy Statement Agreement **Attachment J.8**
- (j) LSDBE Certification Letter – Each Bidder shall submit a copy of the certification acknowledgement letter issued by DSLBD.
- (k) Copy of the Prime Contractor’s valid D.C. DCRA Business License.
- (l) Provide any and all original manufacture equipment resellers and or certified technician certifications.

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 Joanne Nightingale, Contract Specialist via email submission to: joanne.nightingale@dc.gov. The prospective bidder ***shall submit questions no later than Tuesday, November 6, 2018***, ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) 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 PRE-BID CONFERENCE

A pre-bid conference will be held at **11:00 a.m. on November 5, 2018 at Frank D. Reeves Center, 2000 14th Street, N.W., Washington, Dc 20009, DPW 6th Floor, Small Conference Room.** Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted, and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for general discussion and do not represent the District's final position. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted by addendum to the solicitation on the DGS Solicitation webpage.

L.9 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.10 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in **Block 13** of "*Award Signature Page*" **Attachment J.2** of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.11 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.12.6 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.12.7 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.12.8 Modifications proposed after bid opening to make a product conform to a brand name product referenced in the IFB will not be considered

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.14 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.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 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.15.3 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.16 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*

November 15, 2018 @ 11:15am, Frank D. Reeves Center, 2000 14th Street, N.W., Washington, Dc 20009, DPW 6th Floor, Small Conference Room.

L.17 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.18 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS

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

L.19 GENERAL STANDARDS OF RESPONSIBILITY

L.19.1 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.19.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.20 SPECIAL STANDARDS OF RESPONSIBILITY

L.20.1 In addition to the general standards of responsibility set forth above, the prospective contractor must demonstrate to the satisfaction of the District that such Contractor can fulfill the requirements of the contract. The bidder must submit with its bid convincing evidence that demonstrates that the bidder meets the Special Standard(s) of Responsibility. At a minimum, a bidder must provide the following evidence:

- (a) In order to provide proprietary equipment and manufacturer-supported installation and warranty services issued under a Task Order for the Districts Metropolitan Police Department (MPD) facilities, the Contractor must be an RS2 Level 3 partner and Milestone Systems partner.
 - (i) Factory Training: Installation and service technicians must be factory trained and all personnel responsible for system deployment must be certified by applicable manufacturer. A current copy for each of these certifications must be provided with the bid response.
 - Contractor must provide current certifications for sales, engineering and installation for RS2 Access IT!® (ACS).
 - Contractor must provide current certifications for sales, engineering and installation of Milestone Systems (CCTV).
- (b) Proof that a Contractor is duly licensed with the D.C. Department of Consumer and Regulatory Affairs to perform the Services contemplated by this CONTRACT.
- (c) Proof that the technicians who a Contractor intends to utilize, if awarded a contract hereunder, to perform the Services carry the necessary certification to provide maintenance, repairs and installation services, with respect to the equipment, from any three (3) or more of the following Equipment manufacturers: Cisco; Crestron; Valcom; Bogen; and Biamp. It being understood that the District reserves the right (in its sole discretion) to not engage any Contractor to perform services with respect to any equipment if such Contractor does not have any

technicians who (or subcontractors that) are certified to service such equipment by its applicable manufacturer;

- (d) Proof that Contractor has had at least five (5) years of experience with performing for customers various services comparable in nature to the Maintenance, Repairs, Replacement and Technical Advisory Services for commercial or industrial buildings. Contractor must complete and deliver with its bid, which contains (i) a list of customers for which a Contractor has performed services similar to these Services, and (ii) the names, telephone numbers of individuals associated with such customers, who the District may contact to verify the Contractor's performance, and (iii) a description of services that were provided by such Contractor.
- (e) Proof of Registered Cable Distribution Designer Certifications and BICSI Certified Technician(s).

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.

M.3 EVALUATION OF CONTRACTOR RESPONSIBILITY

In accordance with 27 District of Columbia Municipal Regulations 27 DCMR, Chapter 22 Contractors, 2200.4 Responsibility Prospective Contractors – To be determined responsible, a prospective Contractor shall meet all of the following requirements:

- (a) Financial resources adequate to perform the contract or the ability to obtain them;
- (b) Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) A satisfactory performance record;
- (d) A satisfactory record of integrity and business ethics;

- (e) The necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;

- (f) Compliance with the applicable District licensing and tax laws and regulations;
- (g) The necessary production, construction, and technical equipment and facilities or the ability to obtain them; and
- (h) Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

In accordance with 27 District of Columbia Municipal Regulations 27 DCMR, Chapter 22 Contractors, 2200.5 If the contracting officer determines that the price bid or offered by a prospective contractor is so low as to appear unreasonable or unrealistic, the contracting officer may determine the prospective contractor to be nonresponsive

M.4 EVALUATION OF CONTRACTOR RESPONSIVENESS

Any bid which modifies or fails to conform to the essential requirements or specifications set forth in this IFB shall be considered nonresponsive and categorized as unacceptable.