


<b>SECTION A AWARD/CONTRACT</b>				1. <b>Caption</b> Fire Alarm Systems Upgrades for (6) Fire Emergency Medical Service Facilities & (1) Metropolitan Police Department Facility				Page of Pages  1      71	
2. <b>Contract Number</b> DCAM-23-NC-IFB-0003		3. <b>Effective Date</b> See Block 20C		4. <b>Requisition/Purchase Request/Project No.</b> [RK228197] and [RK240391]					
5. <b>Issued By: Domonique L. Banks, CO</b>			Code	6. <b>Administered by (If other than line 5)</b> Department of General Services Contracts and Procurement Division 2000 14 <sup>th</sup> Street, 4 <sup>th</sup> Floor   Washington, DC 20009					
8. <b>Name and Address of Contractor (No. street, city, county, state, and Zip Code)</b>				8. <b>Delivery</b> <input checked="" type="checkbox"/> <b>FOB Origin</b> Other (See Schedule Section F)					
				9. <b>Discount for prompt payment Net thirty (30) Days</b>					
Code		Facility		10. <b>Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified)</b>				Item 6	
11. <b>Ship to/Mark For</b>			Code	12. <b>Payment will be made by</b>				Code	
13. <b>Acknowledgement of Amendments</b> The Offeror acknowledges receipt of amendments to the Solicitation X _____ Signature				14. <b>Accounting and Appropriation Data</b> <b>ENCUMBRANCE CODE:</b>					
15A. <b>Item</b>	15B. <b>Supplies/Services</b>			15C. <b>Qty.</b>	15D. <b>Unit</b>	15E. <b>Fixed Rate</b>	15F. <b>Extended Total</b>		
0001	FEMS ENGINE COMPANY 2			1	EA				
0002	FEMS ENGINE COMPANY 3			1	EA				
0003	FEMS ENGINE COMPANY 4			1	EA				
0004	FEMS ENGINE COMPANY 5			1	EA				
0005	FEMS ENGINE COMPANY 6			1	EA				
0006	FEMS ENGINE COMPANY 15			1	EA				
0007	MPD SUBSTATION 5D			1	EA				
0008	NTE OWNER DIRECTED ALLOWANCES (PER SITE)			7	EA	\$50,000.00	\$350,000.00		
<b>TOTAL CONTRACT VALUE</b>									
16. <b>Table of Contents</b>									
(X)	Section	Description	Page	(X)	Section	Description	Page		
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<b>PROCUREMENT SCHEDULE</b>									
<b>ISSUE DATE</b>		THURSDAY, FEBRUARY 16, 2023							
<b>PRE-BID CONFERENCE</b>		SECTION [L.14] 2:00 P.M. EST ON WEDNESDAY FEBRUARY 22, 2023							
<b>SITE VISIT</b>		SECTION [L.15] WEDNESDAY, FEBRUARY MARCH 1, 2023, AT 11:00 A.M - ENGINE COMPANY 5 3412 DENT PLACE NW WASHINGTON, DC							
<b>QUESTIONS</b>		SECTION [L.8] ELECTRONIC SUBMISSION OF QUESTIONS VIA VENDOR SUBMISSION PORTAL CLOSE OF BUSINESS FRIDAY, MARCH 3, 2023							
<b>BID SUBMISSION DATE</b>		SECTION [L.4] ELECTRONIC SUBMISSION BID VIA VENDOR SUBMISSION PORTAL 10:00 A.M. EST THURSDAY, MARCH 23, 2023							
<b>BID OPENING</b>		SECTION [L.16] PUBLIC BID OPENING 2:00 P.M. EST THURSDAY MARCH 23, 2023							
17. <input type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Exhibits are listed herein.)				18. <input checked="" type="checkbox"/> <b>AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>DCAM-23-NC-IFB-0003</b> including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the Contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.					
19A. <b>Name and Title of Contractor (Type or print)</b>				20A. <b>Name of Contracting Officer</b> Domonique L. Banks   Contracting Officer, Supervisory Contract Specialist					
19B. <b>Name of Contractor</b>		19C. <b>Date Signed</b>		20B. <b>District of Columbia</b> (Signature of Contracting Officer)		20C. <b>Date Signed</b>			
(Signature of person authorized to sign)									
 Government of the District of Columbia									

## SECTION B

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

**B.1** The District of Columbia Government (the “District”), acting by and through its Department of General Services (“DGS” or the “Department”), Division of Contracts and Procurement, collectively the “District”, seeks to engage a single Contractor to provide fire alarm system upgrades for (6) Fire Emergency Medical Service facilities (“**FEMS**”) & (1) Metropolitan Police Department facility (“**MPD**”). All services shall be conducted in accordance with the Scope of Work **Section [C]** of this Invitation for Bids (“**IFB**”), the District of Columbia's Department of General Services Standard Contract Provisions (“**SCP**”) for Supplies and Services Contracts, January 2016 **Exhibit E.1**, and other associated Contract Exhibits and Solicitation Attachments in **Section [J]** of this IFB and the proposed Contract.

**B.1.1** The awarded Contractor shall provide all management, tools, supplies, travel to and from property sites, and else necessary to successfully provide fire alarm system upgrades for (6) Fire Emergency Medical Service facilities (“**FEMS**”) & (1) Metropolitan Police Department facility (“**MPD**”) services contemplated hereunder. The proposed Contract will have a term beginning date of award through one (1)-year thereafter.

**B.2** **TYPE OF CONTRACT.** Pursuant to the District of Columbia Procurement Practices Reform Act (“PPRA”) 2010, Section 402 Competitive Sealed Bids, and in accordance with Title 27 DCMR, Chapter 24, 2402 Fixed-Price Contract. The Department awards a Fixed-price Contract based on lump-sum cost per location identified under CLINSs 0001 - 0007.

**B.3** **AGGREGATE GROUP OR INDIVIDUAL ITEM**  
Award, if made, will be to a single bidder in the aggregate for those groups of items indicated by “Aggregate Award Group” herein. Bidders must quote lump-sum fixed prices for each contract line-item number (CLIN) to receive consideration.

LOCATION	ADDRESS
FEMS ENGINE COMPANY 2	500 F STREE N.W., WDC 20001
FEMS ENGINE COMPANY 3	439 NEW JERSEY AVENUE N.W., WDC 20001
FEMS ENGINE COMPANY 4	2531 SHERMAN AVENUE N.W., WDC 20001
FEMS ENGINE COMPANY 5	3412 DENT PLACE N.W., WDC 20007
FEMS ENGINE COMPANY 6	1300 NEW JERSEY AVENUE N.W., WDC 20001
FEMS ENGINE COMPANY 15	2101 14 <sup>TH</sup> STREET S.E., WDC 20020
MPD SUBSTATION 5D	1805 BLADENSBURG RD N.E., WDC 20002

**B.4** **PRICE / LUMP-SUM COST SCHEDULE**

The lump-sum, fixed cost per location for services contemplated herein shall be the Contractor’s sole method of compensation and as such, shall be sufficient to cover all service requirements and expenses necessary to complete the projects in full, including, but not limited to, all labor, supplies, tools, equipment cost, shipping, handling, delivery, installation, testing, permitting, vehicles, transportation, travel to and from work sites, per

diem, subcontractor cost, overhead, profit, insurance coverage and provisions as required in **Section [I.14]** and all else necessary to perform all work in accordance with the deliverables to provide the District with safe and proper provision of required services describe herein and as otherwise reasonably inferred. **NOTE:** The Department *will not accept* any mark-up to subcontracted services provided pursuant to this Contract. Further, the Department will accept *no more than* a 5% mark-up of the contractor’s actual cost of all contemplated fire alarm equipment and materials furnished to the District under this contract.

**B.4.1 Bid Form/Cost Schedule – Exhibit E.5**

[THE BELOW TABLE IS FOR REFERENCE ONLY – PRICE PROPOSALS SHALL BE SUBMITTED SUBSTANTIALLY IN THE FORM OF EXHIBIT E.5]

CONTRACT LINE ITEM NO. (CLIN)	LOCATION	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
0001	FEMS ENGINE COMPANY 2	\$ ____ [Lump-sum]	1	\$ _____
0002	FEMS ENGINE COMPANY 3	\$ ____ [Lump-sum]	1	\$ _____
0003	FEMS ENGINE COMPANY 4	\$ ____ [Lump-sum]	1	\$ _____
0004	FEMS ENGINE COMPANY 5	\$ ____ [Lump-sum]	1	\$ _____
0005	FEMS ENGINE COMPANY 6	\$ ____ [Lump-sum]	1	\$ _____
0006	FEMS ENGINE COMPANY 15	\$ ____ [Lump-sum]	1	\$ _____
0007	MPD SUBSTATION 5D	\$ ____ [Lump-sum]	1	\$ _____
<b>GRAND TOTAL</b>				<b>\$ _____</b>

**B.4.1.1** The Bidders shall include with its bid a Schedule of Values breaking down the proposed Lump Sum Price per project in accordance with the **Exhibit E.6**.

**B.4.1.2 Owner Directed Allowances**

The Department may contemplate owner directed allowances for each project site up-to a non-guaranteed limit of \$50,000.00 per site, and an aggregate NTE of \$350,000.00. For the avoidance of doubt and notwithstanding anything to the contrary it is understood that the Department controls the spend-down of all allowances, and the Contractor shall not act on allowances without the expressed written approval from the Departments COTR or without the issuances of a PO for the Contracting Officer.

**B.5 SIGNIFICANT CHANGES IN THE CHARACTER OF WORK**

**B.5.1** The District through its authorized Contracting Officers reserves the right to make changes in quantities and any other alterations in the work in accordance with Article 4, Paragraph C of the Standard Contract Provisions for Construction Contracts as further detailed in **Exhibit E.1** of this IFB.

**B.5.2** If the alterations or changes in quantities significantly change per **Section [B.5.1]** the character of the Work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made whether for or against the Contractor in such amount as the Contracting Officer may determine to be fair and equitable, with no delay to the performance of the work by the Contractor.

**B.5.2.1** If the alteration or changes in quantities significantly change the character of the Work to be performed under the Contract, the altered Work will be paid for via a Change Order to the Contract.

**B.5.2.1.1** The term “significantly change” shall only apply to the following circumstances:

**B.5.2.1.1.2** When the character of the Work as altered differs materially in kind or nature from that involved or included in the Contract; or

**B.5.2.1.1.3** When an item of Work is increased or decreased by more than 25 percent of the original Contract quantity or results in a change of Contract price by \$50,000, whichever is less. Any adjustment for an increase or decrease in price shall apply only to that portion in excess of 125 percent of the original Contract item quantity, or in case of a decrease below 75 percent, to the actual amount of Work performed. For the avoidance of confusion, no adjustment in price shall be made if the Contract quantities increase/decrease by 25 percent of the original Contract quantities or less. This does not apply when an item of the Work is deleted in its entirety.

## **B.6 ACKNOWLEDGEMENT OF REVIEW OF CONTRACT DOCUMENTS**

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

**B.6.1** Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined all Contract Documents, including all details, estimated staff scheduling plans, and has satisfied itself before executing the Contract as to all matters that can affect the Work and its cost, including: (1) the prevailing wage; (2) financial capacity; (3) availability of personnel to appropriately perform services; (4) up-front equipment ordering cost; (5) availability of the contemplated equipment and potential equipment source delays and finally, (6) familiarized itself with the risks and mitigation costs associated with providing the contemplated fire alarm systems upgrade services; and in general to have itself obtained all necessary information as to risk contingencies, and other circumstances which may influence or affect his performance of the Work. The Contractor waives all claims against the Department arising from or relating to such contingencies and conditions that are reasonably inferable from the Contract Documents,

in light the required preconstruction review and inspection and the Contractor's expertise in the field of fire alarm installation.

**B.7 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY**

This IFB is designated for certified small business enterprises ("SBEs") 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. Thus, *ONLY Bidders that are certified by the District of Columbia Department of Small and Local Business Development ("DSLBD") as SBEs at the time of the Bid Submission Deadline are eligible.*

**B.7.1** A Bidder(s) responding to this solicitation that is required to subcontract, shall be required to submit with its bid, any subcontracting plan required by law **Attachment A.4**. Bidder(s) responding to this IFB shall be deemed nonresponsive and shall be rejected if the Bidder(s) fails to submit a subcontracting plan that is required by law. Any subcontractors not on the subcontracting plan submitted with the bid will not be allowed to mobilize or perform work on the project until a modified subcontractor plan is filed by the prime contractor and approved in writing by the Department. The contractor's entire monthly pay request can be held up if it includes work by subcontractors not on the approved subcontracting plan. *The Department will not accept nor pay any mark-up to subcontractor cost for providing services.*

**B.7.1.1** For Contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Section [H.9]**.

**B.8 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY**

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

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

**B.9 DEPARTMENT-DESIGNATED POINT OF CONTACT**

The Department's sole point of contact for matters related to this IFB ("Department's POC") is the only individual authorized to discuss this IFB with any interested parties, including Offerors. All communications with the Department's POC about the Project or this IFB shall be sent in writing to:

Name: **DOMONIQUE L. BANKS**  
Title: Supervisory Contract Specialist, Contracting Officer  
Contracts and Procurement Division  
2000 14th Street, NW, 4th Floor, Washington, DC 20009  
[domonique.banks@dc.gov](mailto:domonique.banks@dc.gov)

The Department disclaims the accuracy of information derived from any source other than the Department's POC. The use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror's point of contact identified in the Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with **Fire Alarm Systems Upgrades for (6) Fire Emergency Medical Service Facilities & (1) Metropolitan Police Department Facility, IFB No. DCAM-23-NC-IFB-0003.**

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE OF WORK

The Contractor shall install new fire alarm systems at (6) FEMS sites and (1) MPD site in accordance with the minimum silent specifications and characteristics of the equipment identified in **Section [C5.1] – [C.5.8]**. The Contractor shall plan, schedule, coordinate, and ensure timely completion of each individual installation project. Each system shall be fully installed tested and approved for operation to be deemed complete.

### C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by reference:

NO.	DOCUMENT TYPE	TITLE	DATE
1	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Hazardous Substances and Waste	Most Recent
2	Federal Regulations	Environmental Protection Agency (EPA) Clean Air Act of 1990	Most Recent
3	Federal Regulations	EPA Level IV (universal) certification	Most Recent
4	Federal Regulations	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273 Protection of Environment Environmental Protection Agency	Most Recent
5	D.C. Regulations	International Building Code (IBC)	Most Recent
6	DC Website	Department of Consumer and Regulatory Administration (DCRA) Building and Land Regulation Administration (BLRA)	Most Recent
7	DC Website	Department of General Services <a href="http://dgs.dc.gov/DC/DGS">http://dgs.dc.gov/DC/DGS</a>	Most Recent
8	Accredited Specs and Standards	International Electrical Testing Association (NETA)	Most Recent
9	Accredited Specs and Standards	National Fire Protection Association (NFPA) Recommended Practice for Electrical Equipment Maintenance NFPA 70B	Most Recent
10	Accredited Specs and Standards	NFPA 30, Flammable and Combustible Liquids Code	Most Recent
11	Accredited Specs and Standards	National Institute Certification of Engineering Technologies	Most Recent
12	Accredited Specs and Standards	International Code Council (ICC)	Most Recent
13	Accredited Specs and Standards	American Society of Mechanical Engineers with addendum's Safety Code for Elevators and Escalators AMCE A.17.1	Most Recent

NO.	DOCUMENT TYPE	TITLE	DATE
14	Accredited Specs and Standards	National Electrical Code (NEC)	Most Recent
15	Accredited Specs and Standards	Elevator Industry Field Employees' Safety Handbook	Most Recent
16	Accredited Specs and Standards	Building Official Code Administration (BOCA)	Most Recent
17	Accredited Specs and Standards	American Society for Testing Materials (ASTM)	Most Recent
18	Accredited Specs and Standards	Institute of Electrical and Electronics Engineers (IEEE)	Most Recent
19	Industry Standards	American National Standards Institute (ANSI) Standard Specification ASTM Standards on Irrigation Systems	Most Recent
20	Federal Law	U. S. Department of Justice American with Disabilities Act	Most Recent
21	U.S. Law	NFPA 96 Standard for Ventilation Control Fire Protection of Commercial Cooking Operations	Most Current
22	U.S. Law	NFPA 17A Standard for Wet Chemical Extinguishing Systems	Most Recent
23	U.S. Law	NFPA 10 Standard for Portable Fire Extinguishers	Most Recent
24	U.S. Law	NFPA 25 Standard for the Inspection, Testing and Maintenance of Water Based Fire Protection Systems	Most Recent
25	U.S. Law	NFPA 72 National Fire Alarms and Signaling Code 2002 NFPA 90A Standard for the Installation of Air-Conditioning and Ventilating Systems	Most Recent

### C.3 DEFINITIONS & ACRONYMS

**C.3.1 These terms (“Definition”) when used in this Contract have the following meanings:**

#### C.3.1.1 Contracting Officer (CO)

Business liaison between the District and the Contractor(s) who is duly authorized to sign all Contract documents, inclusive of Contract modifications, change orders, deliver orders, or task orders, on behalf of the District and ensure that all goals of the Contract are mutually beneficial. The CO is a DGS employee who is responsible for recommending, authorizing, or denying Contract actions and expenditures.

#### C.3.1.2 Contracting Officer’s Technical Representative (“COTR”)

Responsible for general administration of the Contract and advising as to the Contractor(s) compliance or noncompliance with all aspects of the Contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the Contract **Section [G.9]**.

#### C.3.1.3 Contractor(s)

Individual or agency that enters into a written Contract with the District of Columbia Government to provide a product or service.



- C.3.1.4 Contractor Liaison**  
Individual working for the Contractor(s) who remains on-call to answer inquiries from the COTR twenty-four (24) hours a day, seven (7) days a week, including holidays.
- C.3.1.5 Department of Consumer and Regulatory Affairs (DCRA)**  
The District Government agency responsible for processing private licenses (Streamlining of Fire Alarm Licensing Amendment Act of 2013) in conformance with **DCMR 6A**, as amended.
- C.3.1.6 Department of General Services (DGS)**  
The Department of General Services is the District Government agency responsible for managing District owned and leased properties.
- C.3.1.7 ISO 9001**  
The International Organization for Standardization. The ISO 9000 family of quality management systems (QMS) is a set of standards that helps organizations ensure they meet customers and other stakeholder needs within statutory and regulatory requirements related to a product or service. ISO 9000 deals with the fundamentals of quality management systems, including the seven quality management principles that underlie the family of standards.
- C.3.1.8 Point of Contact (POC)**  
POC is a designated member of DGS, or customer agencies who has the technical expertise or responsibility for a facility and must be notified or consulted for security and safety issues.
- C.3.1.9 Project Manager (PM)**  
PM is a staff member assigned by the Contractor(s) to be responsible for the coordination and completion of all Contract administration and reporting as required under this Contract.
- C.3.1.10 Quality Control Plan (QCP)**  
A plan to ensure that the quality of service for all expectations of the Contract are maintained and the quality of service is satisfactory.
- C.3.2 The following Acronyms (“Abbreviations”) used for the purpose of this solicitation shall have the following meanings:**
- |                |             |  |
|----------------|-------------|--|
| <b>C.3.2.1</b> | <b>CA</b>   | Contract Administrator                     |
| <b>C.3.2.2</b> | <b>CO</b>   | Contracting Officer                        |
| <b>C.3.2.3</b> | <b>CCC</b>  | Central Communications Center              |
| <b>C.3.2.4</b> | <b>DCMR</b> | District of Columbia Municipal Regulations |
| <b>C.3.2.5</b> | <b>DCPS</b> | District of Columbia Public Schools        |

<b>C.3.2.6</b>	<b>DCRA</b>	Department of Consumer and Regulatory Affairs
<b>C.3.2.7</b>	<b>DGS</b>	Department of General Services
<b>C.3.2.8</b>	<b>DSLBD</b>	DC Department of Small and Local Business Development
<b>C.3.2.9</b>	<b>FEMS</b>	Fire Emergency Medical Services
<b>C.3.2.10</b>	<b>OSHA</b>	Occupational Safety and Health Administration (OSHA)
<b>C.3.2.11</b>	<b>MPD</b>	Metropolitan Police Department
<b>C.3.2.12</b>	<b>POC</b>	Point of Contact
<b>C.3.2.13</b>	<b>PM</b>	Project Manager
<b>C.3.2.14</b>	<b>QCP</b>	Quality Control Plan
<b>C.3.2.15</b>	<b>QCA</b>	Quality Control Activity

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

The DC Department of General Services- Capital Construction Services (DGS-CCS) is the implementing agency for the District of Columbia’s Capital construction project for the various FEMS and MPD locations. FEMS & MPD both manage 24 hour a day 7 day a week operation. DGS on behalf of FEMS and MPD are installing new Fire Alarm systems at various locations, see location listed in Project Requirements.

**C.4.1** DGS is hereby soliciting services from a qualified firm to work closely with the DGS-CCS Project Manager (PM) to provide Construction Services to FEMS & MPD locations listed in SOW. This selected General Contractor shall work not more than 40 hours per week between 7:00 a.m. and a 5:00 p.m. unless otherwise directed by the DGS PM. DGS shall provide written notification to Contractor when hours outside of 7:00 a.m. to 5:00 p.m. are required and proceed with written approval from FEMS, MPD and DGS PM. All testing required onsite will be schedule in advance by DGS PM with Contractor. A list of all workers will need to be sent prior to any work beginning.

#### **C.5 PROJECT REQUIREMETNS AND SCOPE**

FEMS and MPD have identified the following requirements to install a Fire Alarm System at the following MPD & FEMS Fire Station Locations:

##### **C.5.1 FEMS Engine Company 2, located at 500F Street, NW:**

- 1 Fire Control Panel w/ Dialer
- 2 12v7ah Batteries
- 6 Pull Stations
- 7 Photo Electric Smoke Detector
- 1 Intelligent Addressable Monitor Module
- 1 Remote ANNC Display
- 15 Wall Horn w/ Strobe

**C.5.2 FEMS Engine Company 3, located at 439 New Jersey Ave. NW:**

- 1 Fire Control Panel w/ Dialer
- 2 12v7ah Batteries
- 5 Pull Station
- 10 Photo Electric Smoke Detector
- 2 Intelligent Addressable Monitor Module
- 1 Remote Annunciator Panel w/ LCD Screen
- 11 Wall Horn w/ Strobe
- 2 Advanced Protocol Control Modules

**C.5.3 FEMS Engine Company 4, located 2531 Sherman Ave. NW:**

- 1 Fire Control Panel w/ Dialer
- 2 12v7ah Batteries
- 3 Pull Station
- 8 Photo Electric Smoke Detector
- 1 Intelligent Addressable Monitor Module
- 1 Remote Annunciator Panel w/ LCD Screen
- 11 Wall Horn w/ Strobe

**C.5.4 FEMS Engine Company 5, 3412 Dent Place, NW:**

- 1 Fire Control Panel w/ Dialer
- 2 12v7ah Batteries
- 3 Pull Station
- 8 Photo Electric Smoke Detector
- 1 Intelligent Addressable Monitor Module
- 1 Remote Annunciator Panel w/ LCD Screen
- 11 Wall Horn w/ Strobe

**C.5.5 FEMS Engine Company 6, located 1300 New Jersey, NW:**

- 1 Fire Control Panel w/ Dialer
- 2 12v7ah Batteries
- 4 Pull Station
- 12 Photo Electric Smoke Detector
- 1 Intelligent Addressable Monitor Module
- 1 Remote Annunciator Panel w/ LCD Screen
- 11 Wall Horn w/ Strobe

**C.5.6 FEMS Engine Company 15, located at 2101 14 Street, SE:**

- 1 Fire Control Panel w/ Dialer
- 2 12v7ah Batteries
- 3 Pull Station
- 6 Photo Electric Smoke Detector
- Intelligent Addressable Monitor Module
- Remote Annunciator Panel w/ LCD Screen
- 10 Wall Horn w/ Strobe

**C.5.7 MPD 5<sup>th</sup> District Headquarters, Located at 1805 Bladensburg Road, NE:**

- 1 Fire Control Panel w/ Dialer
- 4 12v7ah Batteries
- 15 Pull Station
- 10 Photo Electric Smoke Detector
- 2 Intelligent Plug-In Temperature Sensors
- 4 intelligent (addressable) non-relay photoelectric duct smoke detectors
- Remote Annunciator Panel w/ LCD Screen
- 5 Intelligent Addressable Monitor Modules
- 6 Advanced Protocol Control Modules

**C.5.8 For each location, you must include the following in the proposal:**

1. All labor to complete during normal business hours.
2. DGS Service Wage Scale
3. All new equipment
4. All programming and installation of all new equipment
5. New pipe, mc cable, conduit and/or wire
6. 100% test/Annual FA inspections with FEMS & MPD at the end of work
7. Fire Alarm equipment training
8. Permits
9. NO Tax included.
10. Submittals on equipment
11. One year warranty shall be included on all equipment.
  
12. Provide DAILY CLEANING of the associated workspaces at the end of each day. All trash must be removed from premises and not inhibit FEMS or MPD operations in any way. All areas shall be roped off/cones with tape installed at the end of each day so FEMS & MPD staff will stay off working areas until work is complete.
  
13. Provide Final Cleaning of all spaces where work occurs, areas directly related to all work. Additionally, after work is completed, ALL work areas should be clean with all trash removed.

**C.6 GENERAL CONTRACT REQUIREMENTS**

All work shall be performed between the hours of 7:00 a.m. and a 5:00 p.m. Monday thru Friday unless otherwise directed by the DGS Contracting Officers Technical Representative (the "COTR" or "DGS PM"). DGS shall provide written notification to Contractor when hours outside of 7:00 a.m. to 5:00 p.m. are either required or approved at the request of the Contractor. All system testing required will be schedule in advance by DGS PM and the Contractor shall ensure appropriate coordination with the FEMS and or MPD staff to avoid unexpected operational disruptions. The Contractor shall provide the DGS PM with a list of all workers assigned to the project prior to any work beginning and no later than 48-hours prior to the start of a site project. The total lump-sum for each project shall include at a minimum all of the following:

1. All labor to complete each individual project during business hours.
2. Programming and installation of all equipment
3. New pipe, mc cable and wire as required

4. 100% testing and annual fire alarm inspections with FEMS at the completion of each individual project
5. Fire alarm equipment training
6. All permits required to start and complete each individual project
7. Equipment submittals
8. No less than a 3-year warranty on the Contractor's workmanship
9. Manufacture warranty on equipment

**C.6.1** The Contractor shall provide background-cleared, trained, certified professional and courteous workers and supervisors for services provided under this Contract.

**C.6.2** The Contractor shall provide all proper safeguards and assume all risks in performing services of which it is legally responsible.

**C.6.3** The Contractor shall, plan, schedule, and coordinate, with the DGS PM, as necessary, the working schedule for supervisors, etc.

**C.6.4** The Contractor shall provide **DAILY CLEANING** of the associated workspaces at the end of each day. All trash must be removed from premises and not inhibit FEMS operations in any way. All areas shall be roped off/cones with tape installed at the end of each day so FEMS staff will stay off working areas until the completion of the project.

**C.6.5** The Department will assign a Program Manager and/or Project Manager (each a "DGS PM") to oversee the Contractor's work under this Contract. The name and contact information for the assigned DGS PM(s) will be specified in in **Section [G.9]**. The Contractor shall take direction from, and coordinate its work with, the assigned DGS PM(s). The Contractor will be required to develop work plans that are coordinated with, and acceptable to, the DGS PM for each individual project site. *The Contractor acknowledges that the Program Manager and Project Manager shall not be authorized to modify any of the rights or obligations of the Department or the Contractor pursuant to this Contract, or to issue contract modifications, change orders or change directives. The Contractor hereby acknowledges and agrees that only a duly authorized Contracting Officer of the Department shall have the authority to issue Change Orders or Change Directives on the Department's behalf.*

**C.7 PERMITS DRAWINGS & SPECIFICATIONS**

The General Contractor shall be responsible for submitting, paying, and picking up for the building permits required. The Contractor shall submit the specifications for materials and equipment to be installed at the MPD and FEMS location in accordance with the requirements as stated in Section **[C.5.1] thru [C.5.8]** for DGS COTR review and acceptance.

**C.7.1** The Contractor shall be responsible for submitting, paying, and picking up each building permit required by the Districts' Department of Licensing and Consumer Protection ("DLCP").

**C.7.2** The Contractor shall receive approval from DGS of all specifications, materials, and equipment for each of the (7) individual project sites.

**C.7.3** The Contractor shall be responsible for *all costs* associated with applying for, receiving, and maintaining the permits and licenses required in accordance with the federal, state, and local laws for providing new fire alarm systems and upgrades.

**C.7.3.1** Failure to maintain all valid licenses and permits in accordance with federal, state, and local laws, will be cause for the District to take Contractual actions up-to termination for default. Should the Contractor fail to renew a required license, resulting in the controlling authority (state, local, or Federal) ordering the Contractor to cease performance until such license is renewed, the District may (i) terminate for default, (ii) other remedies, such as issuing a Stop Work Order and obtaining performance by other sources. Further the District may exercise its right to modify the Contract to include reducing the cost of services associated with the break in service resulting from the Contractors failure to maintain the required valid licenses and permits. Any and all such failures may result in Monetary Adjustments of invoices, in accordance with **Section [H.12]**.

## **C.8 PROJECT SCHEDULING**

**C.8.1** Within five (5)-days post award the Contractor shall provide the DGS PM with a Project Schedule clearly delineating at a minimum, the sequential scheduling of each Project for the individual sites. For the avoidance of confusion and notwithstanding anything to the contrary, the Contractor shall prepare a complete project timeline with individual start, substantial and final completion dates for each individual site and no two site project schedules shall overlap.

**C.8.2** **Schedule Update.** The Contractor shall submit bi-weekly schedule updates which shall reflect actual conditions for each individual project progress as of the date of the update. The update shall reflect the actual progress of equipment ordering and installation, identify developing delays, regardless of their cause, and reflect the Contractor's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. Via a narrative statement (not merely a critical path method schedule), the Contractor shall identify the causes of any potential delay and state what, in the Contractor's judgment, must be done to avoid or reduce that delay. The Contractor shall point out, in its narrative, changes that have occurred since the last update, including those related to major changes in the scope of work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes. Any significant variance from the previous schedule or update shall also be identified in a narrative, together with the reasons for the variance and its impact on Project completion. All schedule updates shall be in Primavera 6 format. The Department may make reasonable requests during the overall Project and each individual site Project, for changes to the format or for further explanation of information provided. Submission of updates showing that Substantial Completion or Final Completion of the individual Site Projects will be achieved later than the applicable scheduled completion date shall not constitute requests for extension of time and shall not operate to change the scheduled completion date. The Department's receipt of, and lack of objection to, any schedule update showing Substantial Completion or Final Completion later than the dates agreed upon in the Site Project Schedule shall not be regarded as the Department's agreement that the Contractor may have an extension of time, or as a waiver of any of the Department's rights, but merely as the Contractor's representation that, as a

matter of fact, Substantial Completion or Final Completion of the Project may not be completed by the agreed upon date in the Site Project Schedule. Changes to the scheduled completion dates may be made only in the circumstances and only by the method of a Contract Modification, Change Order or Change Directive bilaterally executed by the CO.

## **C.9 ADMINISTRATIVE MATTERS**

**C.9.1 Use of ProjectTeam.** The Contractor shall utilize the Department's ProjectTeam system to submit any and all documentation required to be provided by the Contractor, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by the Department); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punch list; and (viii) other documents as may be designated by the Department.

**C.9.2 Invoice Submittal.** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The Contractor shall submit proper invoices on a monthly basis. 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.

**C.9.2.1** All invoices must include the following: Progress Payment Request Form, company invoice (include invoice number), Release of Lien with Notary, CBE Form (DGS forms located on DGS website) Certified Payroll, updated schedule and AIA document that is provided after vendor uploads pencil copy to Project team. Also, any back up documentation related to that invoice, must be submitted with invoice package.

**C.9.3 Central Office.** During the Term of this Contract, the Contractor shall maintain a central office that is staffed between the hours of 7 a.m. – 5 p.m. Monday through Friday. This office will be used to manage work associated with this Contract. A separate office does not need to be established, and it is acceptable if the Contractor elects to run all projects from its current office. The office should be equipped with telephone lines, a fax machine, email, access to the internet and such other equipment and supplies as are necessary to fulfill the work required under this Contract.

## **C.10 SUBSTANTIAL AND FINAL COMPLETION/CLAIMS FOR ADDITIONAL TIME**

**C.10.1** Time is of the essence for the services associated under this Contract.

**C.10.2** The Contractor shall substantially complete each Site Project no later than the date identified in the Project Schedule ("Substantial Completion Date"). For purposes of this requirement, the term "**Substantially Complete**" shall mean that all of the following have occurred: (1) the work has been completed with only minor punch list items remaining to be completed; (2) any and all required permits or approvals related to the work have been obtained; (3) all operating and maintenance manuals, training videotapes and warranties required by the Contract have been delivered to the Department; (4) any supplemental training session required for operating or maintenance personnel have been completed; (5)

all clean-up required has been completed; and (6) the individual sites fire alarm system is ready for the Department to use it for its intended purpose. "Minor punch list items" are defined for this purpose as items that, in the aggregate, can be completed within thirty (30) days without interfering with the Department's normal use.

**C.10.3** **Final Completion** shall mean the point at which Substantial Completion has been achieved, all punch list items noted at Substantial Completion have been completed and all documents the Contractor is required to deliver to the Department as a condition to receiving final payment have been received. **Work** is defined as the construction and services required by the Contract, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the project. Final Completion Date is 30 days from the Substantial Completion Date or as defined in the Project Schedule.

**C.10.4** The Contractor will perform the work so that it shall achieve Substantial Completion by the Substantial Completion Date. Unless the failure to achieve Substantial Completion by the Substantial Completion Date is a result of an Excusable Delay, as defined in **Section [C.9.5]**, the delay shall be deemed Non-Excusable, and the Contractor shall not be entitled to an extension of the Substantial Completion Date or for further compensation. Without limiting the generality of the foregoing, delays for the following reasons shall be regarded as Non-Excusable and shall not entitle the Contractor to an extension of time:

- (1) Delays due to job site labor disputes, work stoppages, or suspensions of work;
- (2) Delays due to adverse weather, unless the Contractor establishes that the adverse weather was of a nature and duration in excess of averages established by data from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the Project locale for the ten (10) years preceding the effective date of the Contract;
- (3) Delays due to the failure of the Contractor or Subcontractors or material suppliers at any tier to perform in timely or proper fashion, without regard to concepts of negligence or fault;
- (4) Delays due to Site conditions whether known or unknown as of the effective date of the Contract, foreseeable or unforeseeable at that time, naturally occurring or man-made; provided, however, that delays due to Differing Site Conditions or hazardous materials remediation shall be deemed an Excusable Delay;
- (5) Delays in completing the preconstruction activities, unless the result of a delay by the Department or the Program Manager beyond the timeframes set forth herein, or an event of force majeure; or

**C.10.5** The Contractor shall be entitled to an adjustment in the Substantial Completion Date due to an Excusable Delay. The term "Excusable Delay" shall mean:

- (1) Delays due to adverse weather other than those that are classified as a Non-Excusable delay;
- (2) Delays due to acts of God, war, unavoidable casualties, civil unrest, and other similar causes of delay that are beyond the control of the Contractor; provided,



however, that in no event shall a Non-Excusable delay or the action of the Contractor, or any of its employees, agents, Subcontractors, or material suppliers be deemed an Excusable Delay; or

**(3) Delays caused by Differing Site Conditions or hazardous materials remediation.**

In addition to the forgoing, a delay shall be deemed to be an Excusable Delay only to the extent that such delay (i) warrants an extension in the Substantial or Final Completion Date; (ii) has not been caused by the Contractor or any of its employees, agents, Subcontractors, or material suppliers; (iii) is of a duration of not less than three (3) days; (iv) is on Project's critical path; and (v) is in addition to any time contingency periods set forth in the critical path.

**C.10.6**

If the Contractor wishes to make a claim for an increase in the Agreement time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of the cost and of the probable effect of delay on the progress of the Work. In the case of continuing delay, only one claim is necessary.

## SECTION D PACKAGING AND MARKING

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

## SECTION E INSPECTION AND ACCEPTANCE

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

## SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

The term of the contract shall be for a period beginning from the date of the Contracting Officer's (CO) execution of the Contract (as specified on page 1, Block 18A of this Contract) through one year thereafter.

**F.1.2 Letter Contract** (*where applicable*): It is understood and agreed that certain activities described herein were performed while a letter contract ("Letter Contract") was in place, and the terms of the Letter Contract shall merge into and be superseded by this Contract upon execution of this by the CO.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT – *RESERVED***  
*[Intentionally Omitted]*

### F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the Department's requirements and submit each deliverable described herein to the DGS PM identified in **Section [G.9.2]**. In addition to any deliverables required elsewhere in the Contract Documents, as defined herein, the Contractor shall submit the following deliverables in accordance with the Contract:

ITEM	FORMAT	DUE DATE
Project Schedule	One (1) electronic copy	Within five (5)-days following bilateral execution of the Contract
Project Site Staff	One (1) electronic copy	Within five (5)-days following bilateral execution of the Contract
Equipment Submittals	One (1) electronic copy	Within five (5)-days following bilateral execution of the Contract

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in **Section [H.5]** which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to **Section [G.3.2]**.

## SECTION G

### CONTRACT ADMINISTRATION

#### G.1 INVOICE PAYMENT

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

#### G.2 INVOICE SUBMITTAL

- G.2.1** In addition to the requirements in **Section [C.9.2]**, the Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The E-invoicing vendor helpdesk number (202) 741-5200 and email is [dcvendor.help@dc.gov](mailto:dcvendor.help@dc.gov). The Contractor must indicate the proper PO number on all invoices. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act.
- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal).
  - G.2.2.2** Contract number and invoice number.
  - G.2.2.3** Department's Purchase Order (PO) number.
  - G.2.2.4** Description, price, quantity, and the date(s) that the supplies or services were delivered or performed.
  - G.2.2.5** Other supporting documentation or information, as required by the Contracting Officer.
  - G.2.2.6** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent.
  - G.2.2.7** Name, title and phone number of the individual preparing the invoice.
  - G.2.2.8** Name, title, phone number and mailing address of person; if different from the person identified in **Section [G.2.2.6]** to be notified in the event of a defective invoice; and.
  - G.2.2.9** Authorized signature.

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

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in **Section [H.5.7]**.

**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 Payments On Partial Deliveries of Services**

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

- (a) The CO determines that the amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total Contract price; and
- (c) Presentation of a properly executed invoice.

**G.4.2 Lump Sum Payment**

The District will pay the full amount due the Contractor for all software after:

- (a) Completion and acceptance of all work; and
- (b) Presentation of a properly executed invoice.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

**G.5.3** Notwithstanding an assignment of Contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

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

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

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

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

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

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

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

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

**G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food product.

**G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.1.2.3** 15<sup>th</sup> day after any other required payment date.

**G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

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

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

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

- G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
- G.6.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product.
- G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** 15<sup>th</sup> day after any other required payment date.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3** **SubContract requirements.** The Contractor shall include in each subContract under this Contract a provision requiring the subcontractor to include in its Contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

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

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

**DOMONIQUE L. BANKS**

Contracting Officer, Supervisory Contract Specialist

Department of General Services

2000 14<sup>th</sup> Street, N.W. | 4<sup>th</sup> Floor

Telephone: (202) 719-6544

E-mail address: [domonique.banks@dgs.gov](mailto:domonique.banks@dgs.gov)

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

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.



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

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

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

**G.9.1** The COTR is responsible for general administration of the Contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract.

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable.

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure.

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions; and

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

**G.9.2** The address and telephone number of the COTR *will be provided upon award*:

*Name of CA*  
*Title of CA*  
*Address*  
*Telephone*  
*Fax*  
*E-mail address*

**G.9.3** The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual Agreement s, commitments, or modifications.
2. Grant deviations from or waive any of the terms and conditions of the contract.
3. Increase the dollar limit of the Contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor.

5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

**G.10 OWNER DIRECTED ALLOWANCES / COST REIMBURSEMENT CEILING**

**G.10.1** Owner directed allowances set forth in this contract NTE ceiling for this contract is set forth in **Section B.4.1.2**.

**G.10.2** The Contractor may be required to provide additional services which fall outside the scope and could not be predetermined prior to the bid due to unforeseen conditions. The Contractor shall be reimbursed for such additional services required due to unforeseen conditions on a reimbursable basis in accordance with the NTE owner directed allowance ceiling specified in **Section B.4.1.2**.

**G.10.3** The Contractor agrees to use its best efforts to perform any such additional work specified and to meet all of agreed upon obligations within the allowance ceiling.

**G.10.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of the additional services will be either greater or substantially less than the allowance ceiling.

**G.10.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the additional services elements.

**G.10.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the allowance ceiling specified in **Section B.4.1.2**, 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 allowance ceiling specified in **Section B.4.1.2**, until he CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised allowance ceiling for performing this contract.

**G.10.7** No notice, communication, or representation in any form, from any person other than the CO shall change the allowance ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

**G.10.8** If any allowance ceiling specified in **Section B.4.1.2** is increased, any costs the Contractor incurs before the increase that are in excess of the previous 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.10.9** A change order shall not be considered an authorization to exceed the applicable allowance ceiling specified in **Section B.4.1.2** unless the change order specifically increases the allowance ceiling.
- G.10.10** 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.11** **ORDERING CLAUSE** – *RESERVED [Intentionally Omitted]*
- G.12** **HOURLY RATE CEILING** – *RESERVED [Intentionally Omitted]*
- G.13** **RIDER CLAUSE**
- G.13.1** The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, DC region (“region”).
- G.13.2** A lead agency format is used to accomplish this work. The Lead Agency in this procurement and has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions.
- G.13.2.1** Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- G.13.2.2** Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
- G.13.3** Other Conditions - Contract and Reporting
- G.13.3.1** The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located.
- G.13.3.2** To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants.
- G.13.3.3** Contract obligations rest solely with the participating entities only.
- G.13.3.4** Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

**G.13.4** In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

**G.13.5** A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

[www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/)

[http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives.](http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives)

## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

### H.2 PREVAILING WAGE

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

The Contractor shall be bound by the *Wage Determination No. 2015-4281, Revision No.: 25, dated 27-December-2022 – Exhibit E.2*, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as **Exhibit E.2**. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with **Article 25 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods.

#### H.2.2 Davis Bacon Act

The Davis Bacon Act is applicable to this Contract. As such, the Contract and its subcontractors shall comply with the wage and reporting requirements imposed by the Act Davis-Bacon Act WD# DC20220002, Building, Published January 13, 2023, incorporated as **Exhibit E.3**.

#### H.2.3 Living Wage Act

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act – **Exhibit E.4**.

### **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 demonstrates 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:

- (1) New employees at the commencement of employment.
- (2) Existing employees; and
- (3) 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 **clause 14 of the SCP, Disputes**.

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.**H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

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

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

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

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

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

## **H.6 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit



evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

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

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

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

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

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

## **H.7.4 Comptroller General**

**H.7.4.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

**H.7.4.2** This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**H.7.5 Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and
- b) the data reported.

**H.7.6** **Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.7.1 through H.7.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

**H.7.7** The Contractor shall insert a clause containing all the terms of this clause, including this **Section H.7.7**, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in H.7.5 of this clause.

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

**H.8.1** This contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **H.9** **SUBCONTRACTING REQUIREMENTS**

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

The following Sections H.9.1.1 – H.9.1.7 *are not applicable* where the Director of DSLBD has granted a full waiver of the 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 **Sections H.9.1.5 and H.9.1.7**, a prime contractor that is a CBE and has been granted a proposal 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 proposal 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 proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

**H.9.2** **Mandatory Subcontracting Requirements**

The following Sections H.9.2.1 – H.9.2.5 [\*are only applicable\*](#) where a full waiver has been approved by the Director of DSLBD.

**H.9.2.1** The Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver of the mandatory subcontracting requirements for this contract.

**H.9.2.2** 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.9.2.3** A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.2.4** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.9.2.5** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

**H.9.3**        **Subcontracting Plan**

The following Sections H.9.3.1 – H.9.3.2 are *not applicable* if the Director of the DSLBD has approved a full waiver of subcontracting requirements **OR** if the solicitation is procured in the set-aside market.

**H.9.3.1** If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of **Sections H.9.1 or H.9.2** of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

**H.9.3.2** Each subcontracting plan shall include the following:

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

**H.9.4**        **Copies of Subcontracts**

The following Section H.9.4.1 is *not applicable* to Contracts where the Director of DSLBD has approved a full waiver of the subcontracting requirements or the services were solicited in the set-aside market.

**H.9.4.1** Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor, and the Director of DSLBD.

## **H.9.5 Subcontracting Plan Compliance Reporting**

The following Sections H.9.5.1 – H.9.5.2 are not applicable to Contracts where the Director of DSLBD has approved a full wavier of the subcontracting requirements or the services were solicited in the set-aside market.

**H.9.5.1** If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor, and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

**H.9.5.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

## **H.9.6 Annual Meetings**

The following Section H.9.6.1 is not applicable to Contracts where the Director of DSLBD has approved a full wavier of the subcontracting requirements or the services were solicited in the set-aside market.

**H.9.6.1** Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor, and the Director of DSLBD to provide an update on its subcontracting plan.

## **H.9.7 Notices**

The following Section H.9.7.1 is not applicable to Contracts where the Director of DSLBD has approved a full wavier of the subcontracting requirements or the services were solicited in the set-aside market.

**H.9.7.1** The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

## **H.9.8 Enforcement and Penalties for Breach of Subcontracting Plan**

The following Sections H.9.8.1 – H.9.8.3 are not applicable to Contracts where the Director of DSLBD has approved a full wavier of the subcontracting requirements or the services were solicited in the set-aside market.

**H.9.8.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or

other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**H.9.8.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**H.9.8.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **Clause 8 of the Standard Contract Provisions, Default**.

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

**H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "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 BOND REQUIREMENTS**

### **H.11.1 Bid Bond - *RESERVED [Intentionally Omitted]***

### **H.11.2 Performance and Payment Bonds**

**H.11.2.1** The Contractor shall be required to provide payment and performance bonds **Attachment A.9** each having a penal value equal to 100% of the Contract amount. The Contractor shall provide the required bonds within five (5) days of the execution of the Contract and for the avoidance of confusion and notwithstanding anything to the contrary, the bonds shall be furnished to the CO prior to the commencement of any and all work under the Contract. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.

**H.11.2.2** The Contractor shall submit with its bid a certification to provide payment and performance bond upon award **Attachment A.8**.

## **H.12 DELAY LIQUIDATED DAMAGES**

If the Scope of Work is not substantially complete by the Substantial Completion Date, the Contractor shall be subject to liquidated damages in an amount of One Thousand Five Hundred Dollars (\$1,500) per day. These damages shall not apply if the delay is the result of Force Majeure and the Contractor otherwise complies with the provisions set forth in the Standard Contract Provisions, **Exhibit E.1**.

## **H.13 DISTRICT RESPONSIBILITIES - *RESERVED [Intentionally Omitted]***

## **H.14 CONTRACTOR RESPONSIBILITIES**

**H.14.1** At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.

**H.14.1.1** Notwithstanding anything to the contrary, the Contractor shall be responsible for providing services and or supplies in accordance with the requirements of this Contract.

**H.14.1.2** Notwithstanding anything to the contrary, the Contractor shall be responsible for obtaining any and all licenses and permits, unless otherwise stated herein necessary for the performance of this Contract.

**H.14.1.3** Notwithstanding anything to the contrary, the Contractor shall furnish all equipment needed for the performance of the work under the resultant contract.

**H.14.1.4** Notwithstanding anything to the contrary, the Contractor shall assume full responsibility and liability for compliance with all applicable regulations during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death.

**H.14.2** **Safety Requirements - *if and where applicable***

**H.12.2.1** 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.14.2.2** The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (OSHA) including, but not limited to:

**H.14.2.2.1** Back support devices

**H.14.2.2.2** Eye protection

**H.14.2.2.3** Hearing protection

**H.14.2.2.4** Hand protection

**H.14.2.2.5** Head protection

**H.14.2.2.6** Foot protection

**H.14.3** **Special Provisions Related to the Covid-19 Emergency**

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

**H.14.3.1** The Contractor is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.



- H.14.3.2** 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.14.3.3** 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.14.3.4** 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.14.4** **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.13.5** **Delivery of Services**  
For the avoidance of doubt, it is understood that the Contractor shall delivery the services contemplated in the Scope of Work, **Section [C]** in accordance with all services level agreements and Deliverables identified in **Section [F.3]**.
- H.13.6** **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.13.7** **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.13.8** **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.13.9** **Suspension of Work**
- H.13.9.1** In the event services are not provided or required by the District due to unanticipated circumstances, modification(s) to the Contract shall be issued to reflect any change in circumstance.

**H.13.9.2** Therefore the modification to the Contract will reflect the applicable reduction of services and reduce the cost of services based on the revised service levels as determined by Government's needs, including but is not intended to be limited to removal of an individual site(s) from the Asset Class Group, reduction of services hours and or reduction of staffing levels.

**H.13.10 Contract Completion or Termination**

**H.13.10.1** The Contractor shall turn over all plans' codes, manuals, records, files, reports, databases spare inventory and materials and all else such tangible and intellectual property developed or purchased in the course of the contract to the COTR within thirty (30) calendar days after contract completion or termination.

**H.14 ANTI-DEFICIENCY ACTS**

The obligations and responsibilities of the Department under the terms of the Contract, or any subsequent Agreement entered into pursuant to this Contract or referenced herein (to which the Department is a party), are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, 1511-1519 (2004) (the "**Federal ADA**"), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.)(the "**D.C. ADA**" and (i) and (ii) collectively, as amended from time to time, the "**Anti- Deficiency Acts**"); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the Department in anticipation of an appropriation by Congress for such purpose, and the Department's legal liability for payments and other charges under this Contract shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE AGREEMENT OR CONTRACT UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

**H.15 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at *D.C. Official Code § 2-532 (a-3)*, requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in **Section [G.9.2]** who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency

with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with *D.C. Official Code §2-532* and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**H.16 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. **See 29 U.S.C. §794 et seq.**

**H.17 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. **See 42 U.S.C. §12101 et seq.**

**H.18 WAY TO WORK AMENDMENT ACT OF 2006**

**H.18.1** Except as described in **Section [H.19.8]** below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.18.2** The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage.

**H.18.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.

**H.18.4** The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at [www.does.dc.gov](http://www.does.dc.gov).

**H.18.5** The Contractor shall provide a copy of the Fact Sheet attached as **Exhibit E.4** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **Exhibit E.4** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.18.6** The Contractor shall maintain its payroll records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.18.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of *D.C. Official Code §32-1301 et seq.*

## H.18.8

The requirements of the Living Wage Act of 2006 do *not* apply to:

- (1) Contracts or other Agreement s that are subject to higher wage level determinations required by federal law.
- (2) Existing and future collective bargaining Agreement s, provided, that the future collective bargaining Agreement results in the employee being paid no less than the established living wage.
- (3) Contracts for electricity, telephone, water, sewer, or other services provided by a regulated utility.
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor.
- (5) Contracts or other Agreement s that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week, provided that he or she does not replace employees subject to the Living Wage Act of 2006.
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District.
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3).
- (9) Medicaid provider Agreement s for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Healthcare and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (*D.C. Law 5-48; D.C. Official Code § 44-501*); and
- (10) Contracts or other Agreement s between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.18.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.19** **CAMPAIGN FINANCE REFORM ACT**

The Contractor agrees to comply with the Campaign Finance Reform Act certification requirement **Attachment A.12** pursuant to D.C. Official Code § 1-1161.01 and will satisfy all self-certification requirements prior to the execution of any task order, as applicable.

## SECTION I CONTRACT CLAUSES

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

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

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

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

### **I.3 CONTRACTS THAT CROSS FISCAL YEARS *(in and when applicable)***

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

### **I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Office.

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

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

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

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

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

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

**I.5.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval.

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

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

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

**I.6 CONFIDENTIALITY OF INFORMATION**

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

**I.7 ESTIMATED QUANTITIES**

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

**I.8 DISPUTES**

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

**I.9 CHANGES**

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

the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section [I.8] - Disputes**.

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

## **I.10 NON-DISCRIMINATION CLAUSE**

**I.10.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act,” as used in this clause.) The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw



materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

**I.10.2** Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the Contract:

**I.10.3** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination, which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act.

**I.10.4** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

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

**I.10.5** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting agency, setting forth the provisions in paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.

**I.10.6** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b) (2).

**I.10.7** The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and

the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**I.10.8** The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

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

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

**I.15.11** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District

## **I.11 RIGHTS IN DATA**

### **A. Definitions**

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

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

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

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

**B. Title to Project Deliverables**

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

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

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

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

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

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

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

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

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

**F. Indemnification and Limitation of Liability**

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

**I.12 OTHER CONTRACTORS**

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

**I.13 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so

subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.14 INSURANCE**

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

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be 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 paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. 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.
5. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability, and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such

coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing, or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
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.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

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

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



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

**The Government of the District of Columbia and submitted by email to the attention of**

**[Domonique L. Banks](#)**

Contracting Officer, Supervisory Contracts Specialist

Department of General Services

Telephone: (202) 727-2800 | E-mail address: [domonique.banks@dc.gov](mailto:domonique.banks@dc.gov)

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

C. 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.

D. 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 District.

**I.15 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, "on compliance with Equal Opportunity Requirements in District government contracts," each Bidder shall submit the forms for completion of the Equal Employment Opportunity Information Report incorporated herein as **Attachment A.5**. Failure to comply with the implementing rules shall result in rejection of the respective bid. An award cannot be made to any Bidder who has not satisfied the equal employment requirements.

**I.16 CONFIDENTIALITY OF INFORMATION**

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

**I.17 TIME**

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

**I.18 ORDER OF PRECEDENCE**

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

**ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Department of General Services Standard Contract Provisions for Services and Supplies dated January 2016

- (4) Contract exhibits and attachments other than the Standard Contract Provisions
- (5) the IFB, as amended
- (6) the Contractor's Bid

**SECTION J  
EXHIBITS**

The following list of Exhibits is incorporated by attachment and reference

EXHIBIT /ATTACHMENT NO.	DOCUMENT	REFERENCE/ COMPLIANCE
<b>EXHIBITS TO THE CONTRACT</b>		
E.1	Government of the District of Columbia’s Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016	<i>Ref.</i>
E.2	U.S. Department of Labor Wage Determination 2015-4281, Revision 25 Dated 27-December-2022	<i>Ref.</i>
E.3	U.S. Department of Labor Davis-Bacon Act WD# DC20220002 Building, Published January 13, 2023	<i>Ref.</i>
E.4	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet	<i>Ref.</i>
E.5	Bid Form/Lump Sum Price	<i>Submittal</i>
E.6	Bid Schedule of Values	<i>Submittal</i>
<b>REQUIRED SOLICITATION COMPLIANCE DOCUMENT ATTACHMENTS</b>		
A.1	Bidder/Offer Certification <i>revised September 2021</i>	COMPLIANCE
A.2	Department of Employment Services First Source Employment Agreement	COMPLIANCE
A.3	Department of Employment Services First Source Employment Plan	COMPLIANCE
A.4	DSLBD SBE Subcontracting Plan Form	COMPLIANCE
A.5	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85	COMPLIANCE
A.6	Certificate of Clean Hands – <a href="https://mytax.dc.gov/">https://mytax.dc.gov/ /</a>	COMPLIANCE
A.7	Active/Current DC Business License	COMPLIANCE
A.8	Certification to provide Performance and Payment Bonds	COMPLIANCE
A.9	Performance Bond and Payment Bond	COMPLIANCE
A.10	Section [A] Award/Contract	COMPLIANCE
A.11	DGS Quick Base Submission Portal	COMPLIANCE
A.12	Campaign Finance Reform Contractor Self-Certification Form	COMPLIANCE

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

### K.1 Bidder/Offeror Certification Form **Attachment A.1**

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

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

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

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

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

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

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

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

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

**K.3.1.5 **Employee:**** means an employee of a contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost

employees and any other contractor employee who has other than a minimal impact or involvement in Contract performance.

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

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

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

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

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

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

## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

#### L.1 METHOD OF AWARD

**L.1.1** The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. The Government may:

- (1) Reject any or all bids;
- (2) Accept other than the lowest bid; and
- (3) Waive informalities or minor irregularities in bids received.
- (4) The Government may reject a bid as nonresponsive if a bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid is deemed reasonable in accordance with a price realism evaluation principles.

#### L.2 PREPARATION AND SUBMISSION OF BIDS

**L.2.1** This solicitation will be conducted electronically using the Departments QuickBase Contracts and Procurement Submission Portal (“QBSP”). To be considered, a Bidder must submit the required attachments via the QBSP system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals ***will not be accepted***.

**L.2.1.1** **Quick Base Submission Portal web address:**

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

**L.2.1.2** All attachments shall be submitted as a .pdf, MS Word, or MS Excel files (as specified in the IFB elsewhere). The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

**L.2.2** The offeror shall submit the following attachments in its electronic submittal: (1) the Bid Form/Cost Schedule, (2) Descriptive Ligature, and (2) compliance documents. **Please note two of the upload fields have a maximum file size of 100MB and the third upload has a maximum file size of 50MB.**

**L.2.2.1** The **Bid Form/Cost Submission** ***must be*** organized and prepared as follows:

- i. Completed Price Schedule substantially in form of **Exhibit E.5**
- ii. Completed Bid Schedule of Values in accordance with **Exhibit E.6**



- a. The Bidder shall bid on all CLINs. **Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.**
- b. The Bidder shall submit its Bid Form/Cost Schedule and Schedule of Values **Exhibits E.5 and E.6** in the MS Excel document formats only.

***NOTE:** In the opinion of the Department, any material deviations of the Bid Form, Exhibit E.5, which is provided by the Department, shall be sufficient to render the proposal non-responsive and disqualify the bid.*

**L.2.2.2 The Required Descriptive Literature Package must include:**

**L.2.2.2.1** Descriptive literature must be furnished as a part of a bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction, and performance characteristics.

**L.2.2.2.2** Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids may require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids. The CO may waive the requirement for furnishing descriptive literature if either of the following occurs:

- A. Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
- B. The CO, on advice of technical personnel determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.
  - i. *The Descriptive Literature documents shall **not** include any markings or representations of the Bidder's name or firm or otherwise identifiable information for the purpose of anonymous review by the Departments technical representative.*

**L.2.2.3 The Compliance Package must be organized and prepared as follows:**

The Offeror shall complete in their entirety the following compliance documents and submit as a complete package:

- i. Bidder/Offeror Certification – **Attachment A.1**
- ii. DOES 1<sup>st</sup> Source Agreement – **Attachment A.2**
- iii. DOES 1<sup>st</sup> Source Employment Plan – **Attachment A.3**
- iv. DSLBD SubContracting Plan Form – **Attachment A.4**
- v. DOES EEO Policy and Report – **Attachment A.5**
- vi. Certificate of District City-wide Clean Hands <https://mytax.dc.gov/> – **Attachment A.6**
- vii. Valid (active) Business License **Attachment A.7**
- viii. Certification to provide Performance and Payment Bonds **Attachment A.8**

**ix. Section [A] Award/Contract Attachment A.10**

**x. Campaign Finance Reform Contractor Self-Certification Form Attachment A.12**

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

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

**L.2.5** The District will reject as non-responsive any bid that fails to include a subcontracting plan that may be required by law.

**L.2.6** The bidder shall complete, sign, and submit its initial First Source Employment Plan and all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

**L.3 FAMILIARIZATION WITH CONDITIONS**

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

**L.4 BID SUBMISSION DATE AND TIME**

Bids must be submitted into the Departments' QBSP – **Section [L.2.1.1]** no later than the closing date and time. The Department will not accept late bids, modifications to bids, or requests for withdrawals after the exact closing date and time.

**L.4.1 Electronic Bid Submission**

**L.4.1.1** Bids must be submitted into the Departments' QBSP (Submission Instruction – **Attachment A.11** no later than [10:00 a.m. on Thursday March 23, 2023](#).

**Quick Base Submission Portal:**

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

**Solicitation ID:**

DCAM-23-NC-IFB-0003

**Project Name:**

Fire Alarm Systems Upgrades for (6) Fire Emergency Medical Service Facilities & (1) Metropolitan Police Department Facility

**Designated Contract Specialist:**

Keith Giles

**NOTE:** Bidders may group multiple required exhibits/attachments into a single pdf and submit to (1) of the (3) file uploads (up to the maximum file sizes). Two of the uploads have a maximum file size of 100MB and the third upload has a maximum file size of 50MB. Additionally, for the avoidance of confusion and not to the contrary, there is no limit to the number of times a Bidder may access and submit documents through the Vendor Submission Portal but only documents received by the due date and time will be accepted by the Department.

**L.4.1.2** Hand-delivered, postal services delivery, email, telephonic, telegraphic, and or facsimile Bids will ***not*** be accepted or considered for award.

**L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid submitted to the Departments' Vendor Submission Portal at any time before the closing date and time for receipt of bids.

**L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.6.1 Late Submissions**

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

**L.6.2 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.7 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.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective Bidder has any questions relating to this solicitation, the prospective Bidder shall submit the question(s) to the attention of the Contract Specialist, Keith Giles through the Departments' QBSP (*Instructions for use of the portal can be found in Exhibit [A.11]*). The prospective Bidder should submit questions no later than close of business on ***Friday, March 3, 2023***, twenty-one (21)-days prior to the closing date and time indicated for this solicitation in **Section [L.4]**. The District may not consider any questions received less than twenty-one (21)-days before the date set for submission of Bids. The District will furnish responses via addenda issued to the solicitation and posted to the Department's Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Bidder. Oral explanations or instructions given by District officials before the award of the Contract will not be binding.

**L.8.1**        **IMPORTANT NOTICE:** The Department will notify Bidders of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of Contracts and Procurement website. It is the potential Bidder's responsibility to frequently visit the Department's Contracts and Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda once they have received a copy or downloaded a copy of the solicitation.

**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 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

**L.10**        **ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

**L.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 BIDS WITH OPTION YEARS – *RESERVED [Intentionally Omitted]***

**L.13 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.13.1** Name, address, telephone number and federal tax identification number of bidder;

**L.13.2** 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.13.3** 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.14 PRE-BID CONFERENCE**

A Pre-Bid **Webinar Event** will be held at **2:00 p.m. EST on Wednesday, February 22, 2023.**

**Event Registration:**

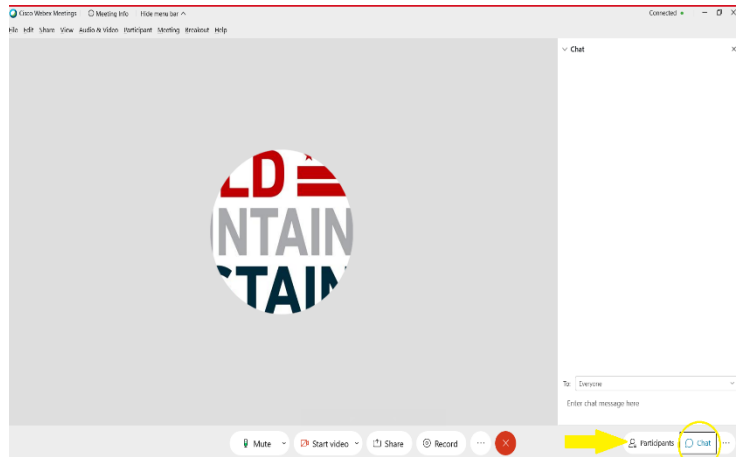
Potential Bidders shall pre-register to attend the Bid-Bid Web-x Conference  
<https://dcnet.webex.com/weblink/register/rc2584336a68673dcd9a35e6e6f06ccbd>

**Event link:**

<https://dcnet.webex.com/dcnet/j.php?MTID=mded80af7422d570f9ac0ce143a4498f1>

**Event No.:** 2312 009 6421  
**Event Password:** BWdFj59bvb2 *Case Sensitive*  
**Join by Phone:** +1-202-860-2110 United States Toll (Washington DC)  
1-650-479-3208 Call-in number (US/Canada)  
**Access Code:** 2312 009 6421

**L.14.1** If the Webinar has not started yet, you will be placed in a queue until the host starts the webcast. If you join the call after it has started, the system will automatically join you to the call; an audible beep will come over the line to indicate a new participant has joined. To exit the Webinar, simply hang up and or exit. Prospective Bidders will be given an opportunity to ask questions



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

**L.14.3** 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. All oral questions must be submitted in writing in the Departments’ QBSP system following the close of the pre-bid Conference but no later than five working days after the pre-bid Conference in order to generate an official answer. Official answers will be provided by addenda to the IFB posted on the solicitation landing page of the Departments website.

**L.15 FACILITY SITE VISIT/WALK-THRU**

The Departments’ DGS PM and FEMS Deputy Director of Facilities & Logistics will host a walk-thru of all (7) Project Sites starting at [11 a.m. EST on Wednesday, March 1, 2023](#). Potential Bidders shall meet at the Districts’ Engine Company No. 5 located at: 3412 DENT PLACE N.W., WDC 20007. All sites may be visited by participants and will roll consecutively one after the other.

**L.16 PUBLIC BID OPENING**

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate. The Department will host a [Webinar](#) public bid opening at [2:00 p.m. on Thursday March 23, 2023](#).

**Event Registration:**

Potential Bidders shall pre-register to attend the Public Bid Opening Web-x Conference. <https://dcnet.webex.com/weblink/register/r8b7e2f8c8a8d8b97d9610e06a0e694e2>

**Event link:**

<https://dcnet.webex.com/dcnet/j.php?MTID=ma022c22e4e75087efd935aeeca443769>

**Event No.:** 2303 957 8280

**Event Password:** Qk2TMJSpf73 *Case Sensitive*

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

**Access Code:** 2303 957 8280

**L.16.1** The public bid opening will be held via a WebEx as noted above in **Section [L.16]**. To participate in the Web-x for the subject IFB public bid opening, on the date and time specified above, please utilize the embedded hyperlinks to automatically direct you to the virtual WebEx pre-registration and meeting room. You will be prompted to provide the meeting number listed above and then the meeting password. Please remember the meeting password is case sensitive.

**L.16.1.1** If the Webinar has not started yet, you will be placed in a queue until the host starts the webcast. If you join the call after it has started, the system will automatically join you to the call; an audible beep will come over the line to indicate a new participant has joined. To exit the Webinar, simply hang up and or exit.

**L.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 GENERAL STANDARDS OF RESPONSIBILITY**

**L.18.1** 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.18.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information.

If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.



## SECTION M EVALUATION FACTORS

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

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

#### **M.1.1. Application of Preferences**

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors in response to this IFB as follows:

- M.1.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.1.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.1.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.1.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

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

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise 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** – *RESERVED [Intentionally Omitted]*

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** – *RESERVED [Intentionally Omitted]*