


SECTION A AWARD/CONTRACT				1. Caption				Page of Pages		
				Equipment and Machinery Operators & Operational Support Staffing Services				1 73		
2. Contract Number			3. Effective Date		4. Requisition/Purchase Request/Project No.					
DCAM-23-NC-IFB-0004			See Block 20C		BA-5233 [PR-010069] RK241325					
5. Issued By: <u>Domonique L. Banks, Contracting Officer</u>				Code		6. Administered by (If other than line 5) <u>Ashley Willis, Contract Specialist</u>				
Department of General Services Contracts and Procurement Division 3924 Minnesota Avenue N.E., 5 th Floor Washington, DC 20019						Department of General Services Contracts and Procurement Division 3924 Minnesota Avenue N.E., 5 th Floor Washington, DC 20019				
8. Name and Address of Contractor (No. street, city, county, state, and Zip Code)				8. Delivery		9. Discount for prompt payment Net thirty (30) Days				
				<input checked="" type="checkbox"/> FOB Origin Other (See Schedule Section F)						
				10. Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified)		F		Item 6		
Code				Facility						
11. Ship to/Mark For				Code		12. Payment will be made by				
						Code				
13. Acknowledgement of Amendments				14. Accounting and Appropriation Data						
The Bidder acknowledges receipt of amendments to the Solicitation.				ENCUMBRANCE CODE:						
X _____ Signature										
15A. Item		15B. Supplies/Services		15C. EST HOURS		15D. UNIT	15E. FIXED RATES		15F. EXT TOTAL	
0001		Heavy Equipment Operator		632		EA/HRLY				
0002		Machinery Operator		632		EA/HRLY				
0003		Roll-off Truck Operator (CDL)		632		EA/HRLY				
0004		Rear Loader Waste Collection Vehicle Operators (CDL)		632		EA/HRLY				
0005		Front Loader Waste Collection Vehicle Operator (CDL)		632		EA/HRLY				
0006		Rear Loader Recycling/Compost/Bulk Collection Vehicle Operators (CDL)		632		EA/HRLY				
0007		Recycling / Compost / Bulk Collection Helper		632		EA/HRLY				
0008		Dispatch Operator		632		EA/HRLY				
0009		Waste/Recycling/Compost /Bulk Operations Manager		632		EA/HRLY				
0010		Foreman		632		EA/HRLY				
TOTAL ANNUAL NTE CONTRACT ORDERING LIMIT								\$995,000.00		
16. Table of Contents										
(X)	Section	Description			Page	(X)	Section	Description		Page
PART I – THE SCHEDULE					PART II – CONTRACT CLAUSES					
X	A	Solicitation/Contract Form			1	X	I	Contract Clauses		46-59
X	B	Supplies or Services and Price/Cost			2-8	X	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Description/Specifications/Work Statement			9-20	X	J	List of Attachments		60
X	D	Packaging and Marking			21	PART IV – REPRESENTATIONS AND INSTRUCTIONS				
X	E	Inspection and Acceptance			22	X	K	Representations, Certifications and Other statements of Bidders		61-63
X	F	Deliveries or Performance			23-24					
X	G	Contract Administration data			25-32	X	L	Instructions, conditions & notices to Bidders		64-71
X	H	Special Contract Requirements			33-45	X	M	Evaluation factors for award		72-73
PROCUREMENT SCHEDULE										
ISSUE DATE		TUESDAY JUNE 13, 2023								
PRE-BID CONFERENCE		SECTION [L.14] 2:00 P.M. EST ON TUESDAY, JUNE 20, 2023								
REQUEST FOR INFORMATION (Q&A)		SECTION [L.8] ELECTRONIC SUBMISSION OF QUESTIONS VIA VENDOR SUBMISSION PORTAL CLOSE OF BUSINESS FRIDAY, JUNE 23, 2023								
SUBMISSION DEADLINE		SECTION [L.4] ELECTRONIC SUBMISSION OF BIDS via QUICK BASE SUBMISSION PORTAL (QBSP) 10:00 A.M. EST THURSDAY, JULY 6, 2023								
PUBLIC BID OPENING		SECTION [L.16] VIRTUAL PUBLIC BID OPENING 2:00 P.M. EST THURSDAY, JULY 6, 2023								
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) The 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"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-23-NC-IFB-0004 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. Name and Title of Contractor (Type or print)					20A. Name of Contracting Officer					
					Domonique L. Banks Contracting Officer, Supervisory Contract Specialist					
19B. Name of Contractor			19C. Date Signed		20B. District of Columbia			20C. Date Signed		
(Signature of person authorized to sign)					(Signature of Contracting Officer)					
 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”), seeks multiple qualified contractors (“Contractor(s)”), to provide Equipment and Machinery Operators & Operational Support Staffing Services (the “Project”). All services shall be conducted in accordance with the Scope of Work in **Section [C]** of this Invitation for Bid (“IFB” or “Solicitation”), the Department’s Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016 **Exhibit E.1**, and other associated contract exhibits, and solicitation attachments listed in **Section [J]** of this IFB and the proposed contract (“Contract”).
- B.1.1** The Department intends to award multiple contracts; Bidders shall submit bids for all Contract Line-Item Numbers (“CLINs”), including CLINs identified for the base period and each of the four (4) option year periods. The Bidder’s failure to complete the price schedule for all CLINs (as prescribed herein) covering all option periods shall be sufficient to render a Bid non-responsive and subject to exclusion from further evaluation in consideration of award. For the complete submission requirements please refer to **Section [L]** of this IFB. The awarded Contractor shall provide all management, tools, operational support, program management, performance management, and licenses to successfully provide the equipment and machinery operators & operational support temporary staffing services as contemplated hereunder (“Work”). The proposed Contract will have base period up-to beginning date of award through September 30, 2023 (“Base Period”) and shall include up-to four (4) one (1) year option periods. The total length of the proposed Contract will not exceed five (5) years in accordance with **Section [F.2.4]**.
- 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, 2416 *Term Contracts*, the Department awards an Indefinite Delivery, Indefinite Quantity (“ID/IQ”) Contract with services compensated on a Labor Hour basis in accordance with Title 27 DCMR Chapter 24, 2420 and 2421 *Labor Hour Contracts*.
- B.2.1** **Indefinite Delivery / Indefinite Quantity (ID/IQ) Contract**
This is an IDIQ contract for the supplies or services specified, and effective for the period stated.
- B.2.1.1** Delivery or performance shall be made only as authorized by orders (“Task Orders”) issued in accordance with the Ordering Clause, **Section [G.11]**. The Contractor shall furnish to the District, when and if ordered, the labor hour services specified in the Task Order up to and including the maximum, ***non-guaranteed*** aggregate value of \$1,500,000. The District will order at least the minimum value of \$50.
- B.2.1.2** The District may issue Task Orders for services or supplies for multiple requirements at multiple locations simultaneously. If the District urgently requires delivery before the earliest date specified under this Contract, and if the Contractor shall not accept an order

providing for the accelerated performance, the District may acquire the urgently required services from another source.

B.2.1.3 There is no limit on the number of orders that may be issued. The District may issue Task Orders requiring performance at multiple locations.

B.2.1.4 Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the Task Order. The Contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period, provided that the Contractor shall not be required to provide any performance under this Contract, beyond twelve months following the term of the final option period end date unless prior to the expiration of a Contract, the Chief Procurement Officer determines in writing that it is in the best interest of the District to extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with "Chapter 17 of Title 27 of the DCMR, per 27 DCMR 2005 (Use of Options)" in accordance with **Section [F.2.4]** of this Contract.

B.2.1.5 The Department will issue and award Task Orders on a rotated basis between the roster of awarded ID/IQ Contractor holders.

B.2.1.6 The aggregate, non-guaranteed maximum ordering ceiling contemplated herein is *not* a representation to the bidders that the Department will actually require services up-to the maximum ordering limit, or that conditions affecting the requirements contemplated under the proposed Contract, will be stable or normal.

B.3 **SELECTION OF FEDERAL MULTIPLE AWARD CONTRACT – *RESERVED***
[Intentionally Omitted]

B.4 **PRICING AND PRICE/COST SCHEDULE**

The firm-fixed, fully loaded direct labor hourly rates identified in **Section [B.4.1], CLINs [0001 – 0010]**, shall be the Contractor's sole method of compensation and as such, shall be sufficient to cover all of the costs necessary to provide services including, but not limited to: labor, tools, equipment, travel to and from work sites, per diem, subcontractor costs, home office overhead, profit, general and administrative ("G&A") expenses, operational support, program management, performance management, licenses and insurance coverage and provisions as required in **Section [L.14]**, as well as the applicable year-over-year changes in wages directly attributed to market variables of the US Department of Labor Wage Determination and the D.C. Living Wage increases (collectively, changes to the governed labor laws and wages), whichever Prevailing Wage is applicable under the award of the Contract and all subsequent Option Periods; all else necessary to perform the work as described hereunder, as is reasonably inferred, to perform all work in accordance with the deliverables to provide the District with safe and proper provision of required services described herein. *The Contractor agrees and acknowledges that it shall be in compliance with the most current wage requirements during the base period and all subsequent option year periods.*

B.4.1

Bid Form/Labor Rate Schedule – Exhibit E.4

[THE BELOW TABLE IS FOR REFERENCE ONLY – PRICE BIDS SHALL BE SUBMITTED SUBSTANTIALLY IN THE FORM OF EXHIBIT E.4]

B.4.1.1

Base Period (BP)

CLIN	LABOR CATEGORY	ESTIMATED HOURS	UOM	LABOR RATE (BID)	EXTENDED TOTAL
0001	Heavy Equipment Operator	632	HRLY		
0002	Machinery Operator	632			
0003	Roll-off Truck Operator (CDL)	632			
0004	Rear Loader Waste Collection Vehicle Operators (CDL)	632	HRLY		
0005	Front Loader Waste Collection Vehicle Operator (CDL)	632	HRLY		
0006	Rear Loader Recycling/Compost/Bulk Collection Vehicle Operators (CDL)	632	HRLY		
0007	Recycling / Compost / Bulk Collection Helper	632	HRLY		
0008	Dispatch Operator	632	HRLY		
0009	Waste/Recycling/Compost /Bulk Operations Manager	632			
0010	Foreman	632	HRLY		

B.4.1.2

Option Year One (OY1)

CLIN	LABOR CATEGORY	ESTIMATED HOURS	UOM	LABOR RATE (BID)	EXTENDED TOTAL
1001	Heavy Equipment Operator	2,087	HRLY		
1002	Machinery Operator	2,087			
1003	Roll-off Truck Operator (CDL)	2,087			
1004	Rear Loader Waste Collection Vehicle Operators (CDL)	2,087	HRLY		
1005	Front Loader Waste Collection Vehicle Operator (CDL)	2,087	HRLY		
1006	Rear Loader Recycling/Compost/Bulk Collection Vehicle Operators (CDL)	2,087	HRLY		
1007	Recycling / Compost / Bulk Collection Helper	2,087	HRLY		
1008	Dispatch Operator	2,087	HRLY		
1009	Waste/Recycling/Compost /Bulk Operations Manager	2,087			
1010	Foreman	2,087	HRLY		

B.4.1.3

Option Year Two (OY2)

CLIN	LABOR CATEGORY	ESTIMATED HOURS	UOM	LABOR RATE (BID)	EXTENDED TOTAL
2001	Heavy Equipment Operator	2,087	HRLY		
2002	Machinery Operator	2,087			
2003	Roll-off Truck Operator (CDL)	2,087			
2004	Rear Loader Waste Collection Vehicle Operators (CDL)	2,087	HRLY		
2005	Front Loader Waste Collection Vehicle Operator (CDL)	2,087	HRLY		
2006	Rear Loader Recycling/Compost/Bulk Collection Vehicle Operators (CDL)	2,087	HRLY		
2007	Recycling / Compost / Bulk Collection Helper	2,087	HRLY		
2008	Dispatch Operator	2,087	HRLY		
2009	Waste/Recycling/Compost /Bulk Operations Manager	2,087			
2010	Foreman	2,087	HRLY		

B.4.1.4

Option Year Three (OY3)

CLIN	LABOR CATEGORY	ESTIMATED HOURS	UOM	LABOR RATE (BID)	EXTENDED TOTAL
3001	Heavy Equipment Operator	2,087	HRLY		
3002	Machinery Operator	2,087			
3003	Roll-off Truck Operator (CDL)	2,087			
3004	Rear Loader Waste Collection Vehicle Operators (CDL)	2,087	HRLY		
3005	Front Loader Waste Collection Vehicle Operator (CDL)	2,087	HRLY		
3006	Rear Loader Recycling/Compost/Bulk Collection Vehicle Operators (CDL)	2,087	HRLY		
3007	Recycling / Compost / Bulk Collection Helper	2,087	HRLY		
3008	Dispatch Operator	2,087	HRLY		
3009	Waste/Recycling/Compost /Bulk Operations Manager	2,087			
3010	Foreman	2,087	HRLY		

B.4.1.5

Option Year Four (OY4)

CLIN	LABOR CATEGORY	ESTIMATED HOURS	UOM	LABOR RATE (BID)	EXTENDED TOTAL
4001	Heavy Equipment Operator	2,087	HRLY		
4002	Machinery Operator	2,087			
4003	Roll-off Truck Operator (CDL)	2,087			
4004	Rear Loader Waste Collection Vehicle Operators (CDL)	2,087	HRLY		
4005	Front Loader Waste Collection Vehicle Operator (CDL)	2,087	HRLY		
4006	Rear Loader Recycling/Compost/Bulk Collection Vehicle Operators (CDL)	2,087	HRLY		
4007	Recycling / Compost / Bulk Collection Helper	2,087	HRLY		
4008	Dispatch Operator	2,087	HRLY		
4009	Waste/Recycling/Compost /Bulk Operations Manager	2,087			
4010	Foreman	2,087	HRLY		

B.4.2

Minimum Order. The District guarantees the minimum order for each awardee in an amount of fifty dollars (\$50.00) for the base year and each of the option periods. The District is not obligated to order any supplies or services beyond the stated minimum.

B.4.2.1

Maximum Order. For any Task Order, the maximum order limitation shall be no greater than the maximum contract ceiling amount.

B.4.2.2

Maximum Contract Ceiling. The maximum contract ceiling for each Contract period is outlined below:

APPLICABLE CONTRACT PERIOD	MINIMUM ORDERING VALUE	AGGREGATE, NON-GUARANTEED MAXIMUM ORDERING CEILING
BASE PERIOD	\$50.00	\$995,000
OPTION YEAR ONE (1)	\$50.00	\$1,500,000
OPTION YEAR TWO (2)	\$50.00	\$1,500,000
OPTION YEAR THREE (3)	\$50.00	\$1,500,000
OPTION YEAR FOUR (4)	\$50.00	\$1,500,000

B.5

SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

B.5.1

The District through its authorized Contracting Officers (“CO”), reserves the right to make changes in quantities and any other alterations in the work in accordance with Article 15 of the Standard Contract Provisions for Supplies and Services as further detailed in **Exhibit E.1** of this IFB.

B.5.2

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 authorized by a contract modification executed by the Contracting Officer.

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; and (4) familiarized itself with the risks and mitigation costs associated with providing the contemplated equipment and machinery operators & operational support temporary staffing services; and in general to have itself obtained all necessary information as to risk contingencies, and other circumstances which may influence or affect its 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.

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 firms at the time of the Bid Submission Deadline are eligible to participate and be evaluated for an award.***

- B.7.1** Bidder(s) responding to this Solicitation that may be 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.

- 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 Bidders. All communications with the Department’s POC about the Project or this IFB shall be sent in writing to:

Name: **ASHLEY WILLIS**

Title: Contract Specialist

Contracts and Procurement Division

3924 Minnesota Avenue N.E., 5th Floor, Washington, DC 20019

ashley.willis@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 Bidder. All communications and requests for information shall be submitted by the Bidder’s point of contact identified in the bid. Written communications to the Department from Bidders shall specifically reference the correspondence as being associated with **Equipment and Machinery Operators & Operational Support Staffing Services, IFB No.: DCAM-23-NC-IFB-0004** and shall be submitted via the Departments’ QuickBase bid/proposal submission portal, of which instructions for use are provided in **Attachment A.8**.

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

The Contractor shall provide temporary staffing services with expertise in expeditiously sourcing, screening, and providing top-quality, cost-effective candidates to fill temporary staffing needs for the following positions:

1. Heavy Equipment Operators;
2. Machinery Operators;
3. Roll-off Truck Operator (CDL);
4. Rear Loader Waste Collection Vehicle Operators (CDL);
5. Front Loader Waste Collection Vehicle Operator (CDL);
6. Rear Loader Recycling/Compost/Bulk Collection Vehicle Operators (CDL);
7. Recycling / Compost / Bulk Collection Helper;
8. Dispatch Operator;
9. Waste/Recycling/Compost /Bulk Operations Manager; and
10. Foreman.

C.2 APPLICABLE DOCUMENTS

The Contractor shall comply with the most recent versions and any future revisions to all applicable federal and District laws, Court Orders, regulations, policies in the fulfillment of the required services. The following documents are applicable to this procurement and are hereby incorporated by reference:

Item No.	Document Type	Title	Version /Date
1	Federal Law	Occupational Safety and Health Act (OSHA) https://www.osha.gov/laws-regs/oshact/completeoshact	Most Recent or as amended
2	Federal Law	Section 504, Rehabilitation Act of 1973 https://www.dol.gov/agencies/oasam/civil-rights-center/statutes/section-504-rehabilitation-act-of-1973	Most Recent or as amended
3	Federal Law	American with Disabilities Act (ADA) http://www.usdoj.gov/crt/ada/pubs/ada.htm	Most Recent or as amended
4	Federal Law	Health Insurance Portability and Accountability Act (HIPAA) http://aspe.hhs.gov/admsimp/pl104191.htm	Most Recent or as amended
5	Federal Law	Title 27 of the District of Columbia Municipal Regulations, as amended, Contracts and Procurements https://www.dcregs.dc.gov/Common/DCMR/ChapterList.aspx?titleId=13	Most Recent or as amended
6	Federal Law	Procurement Practices Act	Most Recent

		https://ocp.dc.gov/page/laws-regulations1	or as amended
7	District Law	Universal Paid Leave Amendment Act of 2016 (“Paid Leave Act”) https://dcpaidfamilyleave.dc.gov/	Most Recent or as amended

C.3 DEFINITIONS & ACRONYMS

C.3.1 Definitions: These terms when used in this IFB have the following meanings:

C.3.1.1 Acceptance means an authorized representative of the District has inspected and agreed that the work meets all requirements of this Contract, to include documentation requirements.

C.3.1.2 Approval means the Department, and/or the District has reviewed submittal, deliverables, or administrative documents (e.g., insurance certificates, etc.), and has determined the documents conform to contract requirement. Department and/or District approval shall not relieve the Contractor(s) of responsibility for complying with Federal, District, local laws, and regulations.

C.3.1.3 Contracting Officer (CO) shall be a business communications liaison between the Department and a Contractor(s). He or she ensures that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of it supporting Contractor(s)s and Sub Contractor(s)s.

C.3.1.4 Contractor(s) means the individual, firm, company, corporation, partnership, or combination thereof, contracting with the Department to the contract work. The Contractor(s) is one of the parties to this Contract.

C.3.1.5 District means all authorized District of Columbia (DC) Government agencies and their representative having authority over the Facility.

C.3.1.6 District Owned Property means all property owned by or leased to the District or acquired by the District under the terms of the contract, including District-furnished property.

C.3.1.7 Divisions refers to those “Divisions,” as defined by the Constructions Specifications Institute (CSI) and are numbered therein and refer to the subject matter or trade. These expert formats are the national standard for construction specifications. Division can also mean a sub department within a District Agency.

C.3.1.8 Initial Placement Response: Defined as a return call and e-mail to the requester to review the requirements and develop a timeline for placement. Reference **Section [C.5.3]**.

C.3.1.9 Overtime: Shall be defined as any time approved in advance by District over forty (40) hours per standard workweek. Weekend work should not be considered overtime unless

the hours worked are more than forty (40) hours for that workweek. The pay rate for approved overtime hours shall not be higher than one-half times the regular pay (time and one-half). For a temporary employee to work overtime, the individual must be assigned this task from their Supervisor with approval via their Contracting Officer's Technical Representative ("COTR") and the Office of the Director, who will track their hour to ensure that the staff does not exceed 160 hours in one calendar month unless there are concerns with capacity with another team or Contractor(s).

C.3.1.10 **Prevailing Wage** is defined as the hourly wage, usual benefits, and overtime, allegedly paid to the majority of workers, laborers, and mechanics within a particular area as determined by the Service Contract Action Wage Determination, Davis Bacon and or the District of Columbia Living Wage Act; whichever of the applicable is higher. Prevailing wages are established by regulatory agencies for each trade and occupation employed in the performance of public work, as well as by State Departments of Labor or their equivalents.

C.3.1.11 **Temporary:** Shall be defined as a person(s) recruited and hired by the Contractor(s) to provide temporary staffing services. For this solicitation, temporary is defined as a minimum of one (1) day to a maximum of twelve (12) months or 365 days.

C.3.2 **Acronyms** The following are acronyms used for the purpose of this solicitation:

C.3.2.1 **COTR** – Contracting Officer’s Technical Representative

C.3.2.4 **CO** – Contracting Officer

C.3.2.5 **DCMR** – District of Columbia Municipal Regulations

C.3.2.6 **DGS** – Department of General Services

C.3.2.7 **DLCP** - Department of Licensing and Consumer Protection

C.4 **BACKGROUND**

C.4.1 The Department of General Services, DGS is comprised of several divisions (e.g., Portfolio Management, Facilities Management, Capital Construction, Sustainability + Energy, Contracts and Procurement, Protective Services, Information Technology, etc.), collectively employ over 700 full-time employees. While some divisions rarely utilize temporary employees, others may use such services several times a year. The District does not guarantee any minimum hours of utilization for temporary employee services. Work-based facilities are located throughout the DC area (e.g., 2000 14th Street NW, 64 New York Avenue NE, Adams Place NE, S Street Warehouse, and RFK Stadium, etc.). This Contract(s) may require staff to travel to District public facilities, including schools and recreation centers, etc. to perform services. This Contract shall be exclusive only for the types of work described hereunder. If other services are needed, the Contractor(s) will be contacted and provided an opportunity to accept.

C.5 REQUIREMENTS & STANDARDS OF SERVICES

C.5.1 Under supervision, temporary employees are expected to perform the full range of duties listed in the respective job descriptions found in **Exhibit E.5**. Temporary employees will generally work 40 hours per week, five days a week, 8-hour daily including weekends. Temporary Employees will report daily to one of two locations:

1. DGS Headquarters

3924 Minnesota Avenue, N.E.
Washington, D.C., 20019

2. DGS Facilities Division Shops-Field Activities Division

2200 Adams Place, N.E.
Washington, D.C., 20018

3. DGS Boiler Plant Operations HQ

1325 S Street, N.W.
Washington, D.C., 20009

C.5.2 Account Manager

The Account Manager is a key player and is responsible for overall success and establishing a relationship with the Department. The dedicated individual shall be a highly qualified and experienced Account Manager. It is preferred that the Account Manager has at least three (3) years of experience as an Account Manager for temporary staffing solution services. The Account Manager shall familiarize him/herself with District government and DGS culture and environment to ensure appropriate placements.

C.5.2.1 The Account Manager shall be:

1. Responsible for all coordination with DGS Program.
2. Be available Monday through Friday, 7:30 a.m. – 6:00 p.m. EST and 24/7 via telephone for immediate response to emergencies.
3. Shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions.

C.5.3 Contract Management Reporting

The Contractor shall provide detailed temporary staffing reports on a quarterly basis covering the staffing services provided. Reports should include but not limited to:

1. Candidate Reports (candidate, start date, location, cost, etc.);
2. New Engagement Reports (new engagements in reporting period);
3. Billing/Invoice Reports (regular overview of billings for the reporting period);

4. Timecard Reports (regular overview of all time logged for reporting period);
5. Placement count, hours, and grand total dollar amount;
6. Department, Division and Location to which temporary personnel are assigned;
7. Position/ Job title;
8. Number of temporary staff hired into permanent positions by the District;
9. Cumulative placement hours by each temporary staff person; and
10. Un-Satisfactory Performance.

C.5.3.1 The Department may consider (and shall not be limited to) the following performances by the Contractor as unsatisfactory performance:

1. Failure to fill an assignment order more than four (4) times during a twelve (12) month period.
2. Failure to provide qualified temporary employees three (3) or more times during a twelve (12) month period
3. Failure to provide/answer after hour phone number and/or failure to resolve issues presented.

C.5.4.2 Request Initiation

C.5.4.3 The Department has established a centralized program for requesting temporary staffing services, requiring specific D.C. Human Resources (“DCHR”) approvals and clearances, the Contractor shall receive an oral or written request from a Department representative for the temporary required and position type.

C.5.4.4 The Contractor shall provide the appropriate contact person and phone numbers which the District can call to make requests.

C.5.4.5 The Contractor, within three (3) business days or less from the time of the request is made by the Department, will confirm the availability of a suitable placement candidate to: (i) report for an interview; or (ii) report for the required time. The Contractor may request additional time beyond the three (3) business day period, if needed. The Department reserves the right to grant or refuse the time extension.

C.5.4.6 The Contractor shall make arrangements with the Department to schedule interviews for the candidates and any assessments as required for the position.

C.5.4.7 The Contractor shall provide to the Department a list of up to three (3) temporary employee staff to consider together with associated information:

1. Candidate resume;
2. Two (2) references for each candidate; and
3. Any additional information pertinent to the open position.

C.5.4.86 The Department's Human Resource Department or authorized designee shall notify the Contractor which candidate is selected and their start day.

C.5.4.8 The District does not reimburse temporary employees or personnel for parking or transportation to work or work site.

C.5.5 **District Referrals**

The Department shall have the right to refer potential temporary employees to the Contractor for placement in temporary positions within the Department.

C.5.6 **Recruitment**

Before proposing candidates to the Department, the Contractor shall perform recruitment interviews to ensure employment candidates can effectively communicate, in writing if needed, and have the required knowledge, skills and abilities required for the specific job position classification. Failure on the part of the Contractor to accurately vet the resume and credentials of temporary employees, personnel and staff may result in termination of contract with the Department.

C.5.6.1 Should the Department discover that within the first four (4) hours of service the temporary candidate provided fails to meet the qualifications for the position assigned the temporary candidate will be removed. The Department will receive ***no charges*** for any temporary candidate removed from the placement within the first four (4) hours of their workday.

C.5.7 **Screening**

The Contractor(s) shall adequately screen and document all temporary employees referred to the District to confirm the appropriateness of their working in a public facility and their fitness for the assigned duty (or duties) to be performed. Screening shall include, but not be limited to, background checks, drug testing, and reference checks. The District reserves the right to request multi-county background checks and national background checks. The District may also require random driver's license checks verified through the motor vehicle department to validate an active license and good driving record. Any costs associated with those screenings shall be the Contractor(s) responsibility. The District may request confirmation of such testing and the documented results and has the right to not accept an applicant upon Agency Human Resources review.

C.5.7.1 Before performing services, temporary employees must bring their background check results and submit them to the COTR on the first day at the job site.

C.5.8 **Testing**

The Contractor shall be responsible for conducting pre-employment testing that is both a valid and reliable predictor of a candidate's ability to perform required tasks as a temporary employee for the Department. All test results shall be made available to the Department upon request.

C.5.9 Placements

The Contractor shall provide temporary employee staffing services on an as needed/requested basis when requested by the Contracting Officers' Technical Representative.

C.5.9.1 The Contractor shall provide temporary staffing and employment services which shall lead to effective, cost-efficient quality service to various Divisions within DGS to fill vacant positions.

C.5.9.2 The Contractor is required to source all of the temporary staff. The Contractor shall retain the right to hire, suspend, discipline, or discharge any of the temporary personnel, employees, and staff it places with Department. However, any placed staff who, in the opinion of the Department, is unsatisfactory, shall be removed from the performance of the requested services immediately upon the written or oral request of the Department.

C.5.9.3 Unless otherwise requested, all temporary employees must be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description.

C.5.10 Right of Refusal

The Department shall have the right at any time to refuse or determine unacceptable, any temporary candidate sent by the Contractor. The temporary shall be immediately removed by Contractor and prompt arrangements made for a suitable replacement within four (4) hours or next business day as determined by the Department. The Department shall not be required to state the reason or otherwise justify its demand.

C.5.11 Replacements

If any such temporary staff placement fails to adhere to District's directives or demonstrates that they are not qualified to perform the required duties, the District will notify the Contractor, who shall replace such temporary employee as soon as possible and provide a staffing replacement plan within 24-hours. The Contractor shall waive all charges, rates, and fees if a temporary staffer is determined unacceptable to the District.

C.5.11.1 Upon notice by the District, the Contractor shall furnish replacements for any personnel deemed unacceptable by the District. A replacement will be requested if the assigned staff fails to perform tasks as required, has poor attendance, or has engaged in misconduct. Examples of misconduct include, but are not limited to, verbal or physical altercations, improper use of government property, excessive use of phone or computers for personal business, theft or misuse of government or other's property, or the disclosure of any confidential information.

C.5.12 Assignment Cancellation

The Department can request an assignment cancellation at any time at no additional cost or recourse.

C.5.13 Temp to Perm Conversions

Some assignments may become temp-to-hire jobs (conversion), which may lead to permanent employment with the District of Columbia. The Contractor will not be eligible

for any conversion fee if any person assigned under this contract who is subsequently hired by the District through a competitive hiring process after working 90 (ninety) days or 480 billable hours, whichever is less as a temporary employee.

C.5.14 Hours of Work

The Division Hiring Manager or Supervisor will determine the working hours for each position. Workdays may consist of weekdays, weekends, evenings, and holiday shifts. A list of District observed holidays is below in **Section [C.5.15]**. Services will generally not be required during District holidays, or when the District is closed for inclement weather.

C.5.14.1 The Contractor will be compensated for the actual hours during which services are performed, excluding lunch, not to exceed eight (8) hours per day. Under no circumstances will the Contractor be compensated for more than 40 hours per week, per temporary placement unless prior written approval is provided by the Division Hiring Manager or Supervisor. The work week starts on Saturday and ends Friday each week.

C.5.14.2 For the avoidance of doubt and notwithstanding anything to the contrary, the Contractor will be compensated for total hours of services approved by the Division Hiring Manager or Supervisor. If the Hiring Manager or Supervisor authorizes the temporary staffer to work more than 40-hours per week, the Contractor will be compensated in accordance with the firm, fixed, direct labor hourly applicable rate identified in **Section [B.4]**. The Department will not pay overtime rates and as such the Contractors' rates shall be baked and factor all contingencies. The Contractor shall be responsible for maintaining compliance with the Fair Labor Standards Act.

C.5.14.3 Lunch periods will range from 30-60 minutes and will be determined by the Departments' Divisional hiring manager or supervisor. As stated, prior, no payments shall be made for lunch periods.

C.5.14.4 Each temporary employee is entitled to one 10-minute break in the morning and one 10-minute break in the afternoon for every four (4) hours worked, the exact time of the break will be agreed to by the Divisional hiring manager or supervisor.

C.5.15 District Observed Holidays:

New Year's Day
Dr. Martin Luther King, Jr.'s Birthday
Washington's Birthday
DC Emancipation Day
Memorial Day
Juneteenth National Independence Day
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Christmas Day

C.5.16 Timecard/Timesheet

The Contractor shall provide all temporary employees with a web-based timecards/time system and login designed to accurately reflect actual hours worked by each temporary employee. All hours worked will be reported on a weekly basis, unless otherwise determined by the Divisional hiring manager or supervisor.

C.5.16.1 The Contractor shall provide the Department and all designated Division hiring managers and or supervisors with individual user accounts and logins for the web-based timecard system. Each Divisional hiring manager or supervisor will verify dates worked, hours worked and approved time the sheet/timecard electronically by the submission time set by the Contractor for timely payroll processing. No other expenses or allowances will be paid by the District.

C.5.17 Employee Identification

The Department will provide Contractor's temporary employees or personnel on assignment with ID Badges, Keys and Gate cards required to gain access to the sites, if applicable. Each temporary employee, prior to the hire date, must complete the District security clearance and background check in accordance with **Section [H.10]**.

C.5.17.1 All District property assigned to the temporary employee, including but not limited to, employee ID Badges, Keys and Gate cards, etc., shall be returned immediately upon end or termination of the assignment. The Contractors assume all the responsible and replacement cost for badges, access cards and keys not returned within 24-hours after the end or termination assignment by their temporary employees or personnel including re-keying or programming expenses.

C.5.18 Conduct and Professional Standards

In addition to having the experience, knowledge, and the skills needed to meet the position the temporary employee or staff provided by the Contractor shall follow the District Code Conduct and Standards:

C.5.18.1 Temporary employees and personnel shall be of good integrity and character.

C.5.18.2 Temporary employees or personnel will always dress appropriately for the position and act in a professional and courteous manner.

C.5.18.3 Present a neat, businesslike appearance and behave in a professional manner.

C.5.18.4 Ability to work in a complex, fast-paced, confidential, and high-pressured working environment.

C.5.18.5 Ability to communicate effectively using good judgment and discretion in providing interpretation, feedback, reports in a variety of data related to the job position.

C.5.18.6 Ability to handle sensitive materials and perform confidential duties and may be asked to sign confidentiality agreements and/or non-disclosure agreements.

C.5.18.8 Temporary employees are subject to rules and regulations of the hiring department while at the workplace or assignment site.

C.5.18.9 Temporary employees and personnel ***shall not*** bring visitors into the workplace or assignment site.

C.5.18.10 Temporary employees and personnel shall be prohibited in the use or possession of the following items while working on District premises: guns, knives, other weapons, alcohol and/or control substances. Any employee and personnel violating this policy shall be removed immediately from District government facilities, building property or premises, and replaced with acceptable personnel.

C.5.18.11 Temporary employees and personnel shall not be under the influence of alcohol or illegal drugs while on District government property, facility or in the building. Neither shall the Contractor allow the use or presence of alcohol or illegal drugs on the premises, facility, or in the building during work hours unless they are legal prescribed to the named employee and personnel providing service under this contract. Any employee and personnel violating this policy shall be removed immediately from District government facilities, buildings, properties, or premises and replaced with acceptable personnel.

C.5.19 Computer Use

The Temporary employee shall be responsible for compliance with any District Government computer usage policies, including, but not limited to, internet access, electronic mail (e-mail) and use of the Department’s work order management platform (Salesforce).

C.5.20 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to Department and the District of Columbia Government. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Determine the FLSA status (exempt or non-exempt) status of the assigned employee.
2. Keep track of total hours worked in each work week.
3. Access or attempt to access data that is unrelated to their job duties or authorizations as related to the Contract. Access or attempt to access information beyond their stated authorization.
4. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or transmission or sharing of data.
5. The Contractor understands that the District of Columbia Government, may suffer irreparable harm by disclosure of proprietary or confidential information and that the

District may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in contract termination.

6. The Contractor further understands that information and data obtained during the performance of the agreement shall be considered confidential, during and following the term of the Contract, and will not be divulged without the Districts' written consent and then only in strict accordance with prevailing laws.
7. The Contractor shall hold all information provided by the Department as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

C.5.21 Work Product. Any work products such as, but not limited to, reports, drawings, graphs, or charts, produced by temporary staff as part of the services rendered under this Contract shall be provided to and be the District's sole property. The Contractor and temporary staff shall not release such work or other information obtained or produced under this agreement without the District's prior written consent.

C.5.22 Minimum Temporary Candidate Qualifications/Standards

C.5.22.1 All proposed temporary staff shall be fully qualified, licensed, and adequately trained to operate various types of heavy equipment including (but not limited to) the below list:

1. Rear Load Garbage Truck;
2. Front Load Garbage Truck;
3. Roll Off Garbage Truck;
4. Backhoe Loader;
5. Compact Track and Multi-Terrain Loader;
6. Dump Truck;
7. Forwarder;
8. Knuckleboom Loader;
9. Paver;
10. Skid Steer Loader; and
11. Trencher.

Additionally, as required the proposed temporary staff shall hold and maintain at a minimum a Commercial Driver's License vehicle operator, for various positions including ground crews and waste, recycling, and organics collection.

C.5.22.2 Temporary employees and personnel provided by the Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the District of Columbia.

C.5.22.3 Temporary employees may cover a wide range of occupations, including but not limited to ground crews and waste, recycling, and organics collection. For the avoidance of doubt and notwithstanding anything to the contrary, there is no guarantee of actual

service requirement implied or expressed; all services both required and requested will be authorized by issuances of a Task Order. A minimum, proposed staff shall:

- a. Communicate effectively, both orally and in writing, including preparing oral and written reports in the English language;
- b. Exhibit professional customer service skills, such as telephone etiquette, face-to-face communications with internal and external customers; and
- c. Effectively operate all heavy machinery and vehicles as assigned.

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 Base Period (BP) beginning date of award, recognized by the execution signature of the Contracting Officer in **Section [A]**, Contract Award, Blocks 20B and 20C, ending on September 30, 2023 .

F.1.2 Letter Contract *(if and where applicable)*: It is understood and agreed that certain activities described herein may have been performed while a Letter Contract was in place, and the term of the Letter Contract shall merge into and be superseded by this Contract upon its execution by the CO. In this instance, the term of the contract would begin on the effective date of the Letter Contract.

F.2.1 The District may ***unilaterally*** extend the term of this Contract for a period of four (4), one (1)-year option periods (each an “Option Period”), or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of any Option Period is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract. ***For the avoidance of confusion and notwithstanding anything to the contrary, this Contract does not automatically renew.***

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

<u>Option Period</u>	<u>Period of Performance</u>
OY1	1-Oct-2023 thru 30-Sep-2024
OY2	1-Oct-2024 thru 30-Sep-2025
OY3	1-Oct-2025 thru 30-Sep-2026
OY4	1-Oct-2026 thru 30-Sep-2027

F.2.2 If the Department exercises an OP, the extended Contract shall be considered to include this option provision.

F.2.3 The fixed hourly rates for services associated with each option period shall be as specified in **Section [B.4]** of the contract.

F.2.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years unless prior to the expiration of a contract, the Chief Procurement Officer determines in writing that it is in the best interest of the District to extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with “Chapter 17 of Title 27 of the DCMR, per 27 DCMR 2005 (Use of Options)”.

F.2.5 The continuation of services through the exercise of an option period is subject to the availability of appropriated funds at the time of the exercise of the option.

F.2.6 During any option period, the Contract requirements and deliverables remain the same as those of the base period unless changed by way of a Contract Modification issued by the Contracting Officer.

F.2.7 If the Department exercises an option period, the extended Contract shall be considered to include this entire option clause

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:

F.3.1 The Contractor shall submit to the District, as 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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The E-invoicing vendor helpdesk number (202) 741-5200 and email is 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.2.3.4** 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;
- (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.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% 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 3rd day after the required payment date for meat or a meat food product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th 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** 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** 15th 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

3924 Minnesota Avenue, NE | 5th Floor

Telephone: (202) 719-6544

E-mail address: 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 **COST REIMBURSEMENT CEILING - *RESERVED [Intentionally Omitted]***

G.11 **ORDERING CLAUSE**

G.11.1 Any supplies and services to be furnished under this Contract must be ordered by issuance of delivery orders or Task Orders by the Contracting Officer in the form of **Exhibit E.6 – Form of Task Order**. Such orders may be issued during the term of this Contract. The Contractor is hereby made aware that only the Contracting Officer is authorized to issue Task Orders under the Contract, and the Department shall have no obligation to provide or remit compensation to the vendor for any work, materials, or supplies that the vendor provides contrary, beyond, or outside of that parameter and understanding. The vendor should always take care to receive Task Order instructions from the Contracting Officer, versus any non-authorized personnel of the Department such as the COTR who is not authorized to make change to this Agreement and or any Task Orders issues pursuant to this Agreement.

G.11.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the Contract shall prevail.

G.11.3 There is no limit or maximum on the number of orders/Task Orders that may be issued. The Department may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations. The Department reserves the right, at any time (including after an award hereunder), to either adjust or cancel a Task Order(s).

G.11.4 The Ordering Maximum values identified in **Section [B.4.5]** are *non-guaranteed* estimated ordering maximums and is not a representation of the District's intent to order up-to or that the maximum ordering values will be required within any give Contract Period, or that conditions affecting the requirements, will be stable or normal. Contractors are *only* guaranteed the stated minimum ordering value of Twenty-five Dollars (\$25.00) during a Contract Period.

G.11.5 Any order(s) issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the individual order(s). The Contract shall govern the Contractor's and Department's rights and obligations with respect to any and all order(s) to the same extent as if the order(s) were completed during the Contract's effective period.

- G.11.6** The Contracting Officer may establish Contract delivery or performance schedules on the basis of Contracts containing indefinite delivery provisions (such as term Contracts or federal supply schedules), a specific time for delivery and or performance of services after receipt by the Contractor of each individual Task Order issued under the Contract, thus the period of performance established by the individual task order shall prevail.
- G.11.7** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.
- G.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.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.: 26, dated 10-May-2023 – 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 - *RESERVED [Intentionally Omitted]*

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.3**.

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.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 Bid for the contract, subcontract, or modification;
- b) The discussions conducted on the bids(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

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

H.9.1.5 If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (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 - *RESERVED [Intentionally Omitted]*

H.12 DISINCENTIVE FEE SCHEDULE - (MONETARY ADJUSTMENTS – FINES/FEES)/LIQUIDATED DAMAGES - *RESERVED [Intentionally Omitted]*

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 and the agents and employees of the subcontractors, 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 including but not limited to **Section [C]** – Scope of Work.

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; and

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 with 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 assigned pager and telephone number respectively 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.18.8]** 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.

- H.18.5** The Contractor shall provide a copy of the Fact Sheet attached as **Exhibit E.2** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **Exhibit E.2** 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.9** 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

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]**.

- (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 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 bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor 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 submit a Certificate of Insurance to the Contracting Officer (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.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, 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 Contractor and subcontractors.

B. INSURANCE REQUIREMENTS.

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 and under all subcontracts, covering claims for

bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, 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.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
 - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
 - c) A waiver of subrogation in favor of The Government of the District of Columbia
 - d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
 - e) Defense costs shall be in addition to and not erode the limits of liability
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 in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.
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.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
- b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)

- c) Where applicable, include Jones Act Coverage for seamen or crew members on an “if any” basis.
4. Network Security/Privacy (Cyber) Liability Insurance - covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor’s operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$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 Government of the District of Columbia and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the CO with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend The Government of the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
8. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO 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. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called “silent” coverage or “shared” limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the ORM for compliance review.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk

Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. 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.

E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of 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.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

G. 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 Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia 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.

I. 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 cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. 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. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.

- J. 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

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).

- K. DISCLOSURE OF INFORMATION.** The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.
- L. 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 better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES.** When applicable, the Contractor 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). CO should collect, review for accuracy, and maintain all warranties for goods and services.

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

SECTION J
PROPSOED CONTRACT EXHIBITS & SOLICITATION ATTACHMENTS

The following list of Proposed Contract Exhibits and Solicitation Attachments are incorporated by and reference herein.

EXHIBIT /ATTACHMENT NO.	DOCUMENT	REFERENCE/ COMPLIANCE
EXHIBITS TO THE CONTRACT		
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 26 Dated 10-May-2023	<i>Ref.</i>
E.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet	<i>Ref.</i>
E.4	Bid Form/Labor Rate Schedule	<i>Submittal</i>
E.5	General Job Descriptions	<i>Ref.</i>
E.6	Form of Task Order	<i>Ref</i>
REQUIRED SOLICITATION COMPLIANCE DOCUMENT ATTACHMENTS		
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 – https://mytax.dc.gov/ /	COMPLIANCE
A.7	Active/Current DC Business License	COMPLIANCE
A.8	DGS Quick Base Submission Portal	COMPLIANCE
A.9	Campaign Finance Reform Contractor Self-Certification Form	COMPLIANCE
A.10	Section [A] Award/Contract (Signed)	COMPLIANCE

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Offeror/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 a bidder/contractor that has no more than one employee including the bidder/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 bidders whose bids, 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.
- (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 award multiple Contracts resulting from this solicitation to Contractors who present the overall lowest bids who are responsive and responsible bidders and are deemed reasonable in accordance with 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 bids **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 submission 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 the 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 Bidder shall submit the following attachments in its electronic submittals: (1) the Bid Form/Cost Schedule 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.4**

- 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 **Exhibit E.4** in the MS Excel document format ***only***.

NOTE: *In the opinion of the Department, any material deviations of the Bid Form, **Exhibit E.4**, which is provided by the Department, shall be sufficient to render the bid non-responsive and disqualify the bid.*

L.2.2.3

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

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

- i. Bidder/Offeror Certification – **Attachment A.1**
- ii. DOES 1st Source Agreement – **Attachment A.2**
- iii. DOES 1st 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. Campaign Finance Reform Contractor Self-Certification Form **Attachment A.9**
- ix. **Section [A] Award/Contract (Signed) Attachment A.10**

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 bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs, for the base period and all option years will render the bid non-responsive and disqualify a bid.

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 Department' QBSP Submission Instruction must be submitted into the Departments' QBSP Submission Instruction – **Attachment A.8** no later than [10:00 a.m. on Thursday, July 6, 2023.](#)

Quick Base Submission Portal:

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

Solicitation ID:

DCAM-23-NC-IFB-0004

Project Name:

Equipment and Machinery Operators & Operational Support Staffing Services

Designated Contract Specialist:

Ashley Willis

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 the 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, Ashley Willis 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, June 23, 2023**, sixteen (16)-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 sixteen (16)-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 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.10 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation 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 initiated 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

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

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, June 20, 2023.*

Event Registration:

Potential Bidders shall pre-register to attend the Bid-Bid Web-x Conference
<https://dcnet.webex.com/weblink/register/r1ab9c61da298f6d6c5bdf455da086134>

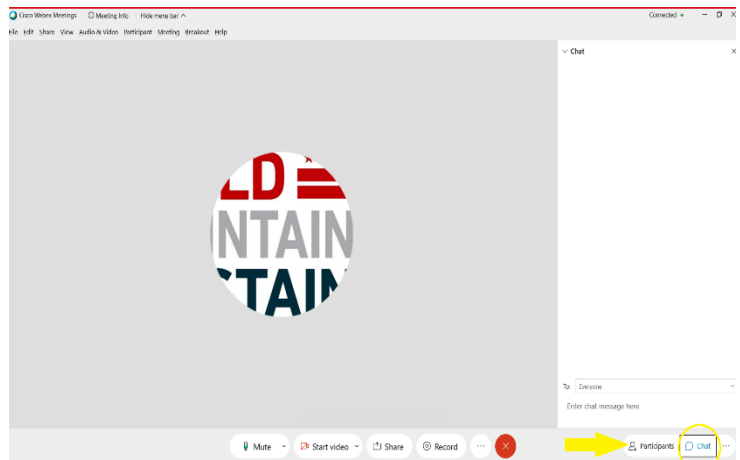
Event link:

<https://dcnet.webex.com/dcnet/j.php?MTID=m908f29ff7fb8e94d700ddba049fce53d>

Event No.: 2318 305 9405
Event Password: wfUGdJRW866 *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: 2318 305 9405

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 – *RESERVED [Intentionally Omitted]*

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, July 6, 2023.**

Event Registration:

Potential Bidders shall pre-register to attend the Public Bid Opening Web-x Conference.
<https://dcnet.webex.com/weblink/register/rff654b3843bb7358ab1c0fcbdc7e115>

Event link:

<https://dcnet.webex.com/dcnet/j.php?MTID=mbc0220549ca949dbe47643fd827a3fb3>

Event No.: 2319 806 3892
Event Password: 3HHzVRpUg77 *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: 2319 806 3892

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 non-responsibility 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 non-responsible.

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**

The District will evaluate bids for award purposes by calculating the total extended bid price for the based period and all option year periods. Evaluation of options shall not oblige the District to exercise them. The total District's requirements may change during the option periods. Quantities of service hours to be awarded will be determined at the time of each Task Order award. The direct labor hourly rates proposed by the Bidder for each option period shall be fixed, fully loaded and firm for the life of the Contract and sufficient to cover all of the service requirements including, but not limited to, labor, materials, tools, equipment used in the performance of services, supplies, licenses, permits, subcontractor cost, home office cost, G&A (general and administrative expenses), insurance coverage provisions as required by **Section [I.14]**. As such, the Contract Price shall include all increases for the base and option periods in its original Bid as well as all applicable year-over-year service cost increases due to market variables and any increase to the applicable labor categories, direct hourly rates required by the U.S. Department of Labor Service Contract Act Wage Determination, the Davis Bacon Act and or the D.C. Living Wage Act of 2006 (whichever prevailing wage is applicable under the award of the Contract for the Base Period and any subsequent Option Periods) and, all else necessary to fulfill the services level agreement for providing the District efficient and economical provision of required services as described herein.