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Contracts & Procurement

TASK ORDER No. 0_
IDIQ CONTRACT NO. DCAM-22-NC-IFB-0003
Uniform Apparel and Gear Purchasing
DGS Division _____

Date: _____, 202_

PR-____ (BA-____) RK_____

THIS TASK ORDER NO 0_ is issued by the Government of the District of Columbia, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “Department” or “DGS”) to the Contractor listed below. Assuming this Task Order No. 0_ is signed by the Contractor without modification of any kind, it shall constitute a binding legal contract between the Department and the Contractor. The terms of this Task Order No. 0_ are as follows:

1. **Remaining capacity.** The remaining capacity of the Contract (including the value associated with this Task Order No. 0_) is \$_____.--
2. **Contractor.** This Task Order No. 0_ is being issued to _____ (“Contractor”) under IDIQ Contract No. DCAM-22-NC-IFB-0003.
3. **Scope of Work.** [Specific Task Order instructions and requirements].
4. **Notice to Proceed.** Upon full execution by the Contracting Officers signature, this Task Order No. 0_ serves as the Contractor’s Notice-to-Proceed unless otherwise directed by the Contracting Officer.
5. **Price.** The Contractor shall be compensated [Compensation based on Contract T&C].

In no event is the Contractor or Program authorized to modify services described herein, thus the Contractor will not be paid more than an aggregate amount of \$_____, unless the following is complete: The Contractor is authorized to change these orders and exceed the established limit of the agreement in advance through the expressed written approval of the DGS’ Contracting Officer, issued and executed under a Modification to the original Task Order No. 0_. **The vendor is hereby made aware that only the Contracting Officer is authorized to issue Task Orders and modifications 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 of this Task Order No. 0 . The vendor should always take care to receive Task Order No. 0 instructions from the Contracting Officer, versus any non-authorized personnel of the Department.**

6. **Substantial Completion Date** *(if and where applicable)*. For the avoidance of doubt “work” herein is defined as the construction and services required by the Contract, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

This Purchase Order Agreement serves as the Contractor’s Notice-to-Proceed. The work in this Purchase Order Agreement shall be completed no later than _____, 202_ (“**Substantial Completion Date**”). Substantial Completion shall mean that all of the following have occurred: (1) the construction and installation work have been completed with only minor punch list items remaining to be completed; (2) *where applicable*, a permanent certificate of occupancy and all other required permits or approvals have been obtained; (3) all operating and maintenance materials, manuals, training recordings videos and draft warranties required by the Contract have been delivered to the Department; (4) any supplemental training session required by the Contract for operating or maintenance personnel have been completed; (5) all clean-up required by the Contract has been completed; (6) the Project is ready for the Department to use it for its intended purpose; and (10) all equipment, supplies, materials and items to be installed have been installed in accordance with the manufacturer’s specifications and industry standards and have undergone and passed the requisite testing and inspections. "Minor punch list items" are defined for this purpose as items that, in the aggregate, can be completed within fifteen (15) days from the Substantial Completion Date without interfering with the Department’s normal use of the Project

7. **Final Completion Date/Period of Performance.** The Period of Performance for services subject of this Task Order No. 0_ is _____, 202_ through _____, 202_.
8. **Administrative Term** *(if and where applicable)*. The Administrative Term is hereby extended to **September 30, 2022** (“Administrative Term Date”). The Administrative Term is established for the sole purpose of permitting the District of Columbia of the Chief Financial Officer to process payments in the event any payments become due. Notwithstanding the foregoing, nothing herein shall be construed to: extend the Substantial Completion Date; extend the Final Completion Date; and limit the Department’s ability to assess liquidated damages
9. **Insurance Requirement** *[Insurance requirements incorporated hereunder are subject to change without prior notice at the sole discretion of the Districts, Department of Risk Management].*

A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any



work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering



liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft,



damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.



7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit



changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted electronically (via email) to:

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

Contracting Officer Name c/o Contract Specialist
Title, Contracting Officer
Contracts & Procurement, C&P Division
Department of General Services
Email: first.last@dc.gov

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

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.
- 10. COTR) and/or the PM.** The COTR for this Task Order No. 0_ is as follows:

COTR NAME
D.C. Department of General Services
DGS Division



Mailing Address
Washington, DC 20009
Phone: (202) ____-____ | Email: first.last@dc.gov

11. **Contracting Officer.** Task Order No. 0_ will be entered into and signed on behalf of the District only by contracting officers. The name and contact information for the contracting officer for the Task Order No. 0_ is as follows:

Contracting Officer Name c/o **Contract Specialist**
Title, Contracting Officer
Contracts & Procurement, C&P Division
Department of General Services
Email: first.last@dc.gov

Only a duly authorized Contracting Officer shall have the authority to direct the Contractor to start the project, issue change orders, contract modifications or change directives on the Department's behalf. The Program Manager shall not have the authority to modify any of the rights and obligations of the Department or the Contractor pursuant to the Task Order No. 0_, or to issue change orders, contract modifications or change directive.

12. **Living Wage Act.** The Contractor agrees that the work performed under this Task Order No. 0_ shall be subject to the living wage act in effect at the time of the Task Order No. 0_ execution by the Department. As such, the Contractor and its subcontractors shall comply with the wage reporting requirements imposed by the act as set forth in **Exhibit B**.
13. **Service Contract Act.** The Contractor agrees that the work performed under the Task Order No. 0_ shall be subject to the Service Contract act in effect at the time of the Task Order Agreement execution by the Department. As such, the Contractor and its subcontractors shall comply with the service contract reporting requirements imposed by the function as set forth in **Exhibit C**.
14. **Davis Bacon Wage Act.** *RESERVED [Intentionally Removed]*
15. **Billing.** The Contractor shall submit invoices via the DC Vendor Portal. All Contractors are required to register for access to the DC Vendor Portal at <https://vendorportal.dc.gov>; for assistance with the registration process, technical assistance and or additional instructions please call (204) 741-5200, or submit an inquiry via <https://vendorportal.dc.gov/ContactUs>
16. **Invoice Submittal.** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The Contractor shall submit proper invoices on a monthly basis. To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

- 17. Performance and Payment Bonds** (*if and where applicable*). The Contractor shall provide to the Department payment and performance bonds, each with a penal sum equal to one hundred percent (100%) of the Purchase Order Agreement price, prior to commencing Work, in accordance with Article 11, Section 11.12 of the underlying Contract No. DCAM-20-CS-RFQ-0002 – [].
- 18. Liquidated Damages** (*if and where applicable*). If the Contractor does not complete the work by the Substantial Completion Date, Liquidated Damages will be assessed in the amount of \$____.____ Dollars plus \$____.____ per calendar day until the required deliverable is received and accepted by the Government. The Governments remedies for failure to comply with the Contract terms and conditions are cumulative and not exclusive. Nothing herein shall be construed to limit the Government's ability to terminate the Contractor for the failure to submit Contract deliverables when due. The Contractor and the Department agree that the liquidated damages do not constitute and shall not be deemed a penalty but represent a reasonable approximation of the damages to the Department associated with a delay in the Project. Nothing herein shall be construed to extend the Substantial Completion Date or the Final Completion Date
- 19. First Source Agreement and Employment Plan.** *RESERVED [Intentionally Removed]*
- 20. SBE Subcontracting Requirements** (*if and where applicable*).
- 20.1** Unless the Director of the DSLBD has approved a waiver in writing, in accordance with D.C. Official Code § 2- 218.51, 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).
- 20.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph 21.1, 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.
- 20.3** 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 21.1 and 21.2.
- 20.4** Except as provided in 21.5 and 21.6, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

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

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

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

21. Terms & Conditions. The Standard Contract Provisions for use with Specifications for District of Columbia Government Supplies and Services Contracts dated January 14, 2016, are incorporated by attachment into this Task Order No. 0_ *incorporated by reference*.

22. Mandatory Covid-19 Vaccination Certification Requirements for District Government Employees, Contractors, Interns, And Grantees

Pursuant to the Mayor's Order 2021-099, all District government contractors and grantees shall ensure that each of their employees, agents, and subcontractors who provide goods or perform services in person in District of Columbia facilities or worksites, or who have in-person contact with other persons in order to complete their work under the contract or grant have been either: (i) fully vaccinated against COVID-19, or (ii) granted one of the exemptions identified in Section III of this Order by the contractor or grantee, are undergoing weekly COVID-19 testing and only reporting to the workplace when such test result is negative, and are wearing masks while working. Contractors and grantees shall be responsible for ensuring compliance with this Order 2021-099 by their employees, agents, and subcontractors, and failure to do so may result in adverse consequences. Each District government contractor and grantee, shall, at the request of the District government, provide to the District government a certification of its compliance with this requirement. The Mayor's Order 2021-099 is provided as Insert **Exhibit D**. In addition, the Contractor shall comply with the City Administrator's Order 2021-4. The City Administrator's Order is provided as **Exhibit E**.

23. Contractor Licenses and Compliance Documents. The Contractor shall comply with all laws and regulations based upon the project value and shall provide the Department with all of the applicable licenses, compliance documents and requirements including, but not limited to, the certificate of insurance, subcontracting plan, payment, and performance bonds, first source agreement and employment plan, tax compliance certificate, and all other compliance documents, as applicable to this District of Columbia government-funded project. The failure by the Contractor to comply with any of the legal and compliance



requirements or the failure to provide the Department with any of the required documents within the time specified will result in termination of this Task Order No. 0_ based upon the Contractor's default. The Department shall not incur any cost due to the Contractor's failure to comply with the District of Columbia's laws and regulations.

24. Order of Precedence. The following documents are incorporated into this Task Order No. 0_ in the following order of precedence:

1. An Applicable Court Order, if any,
2. This Contract Document. Task Order No. 0_ including all ***Exhibits (A-E)***
3. Standard Contract Provisions for use with Specifications for District of Columbia Government Supplies and Services Contracts dated January 14, 2016 *by reference*
4. Contract No. DCAM-22-NC-IFB-0003 *by reference*



ISSUED BY:
DEPARTMENT OF GENERAL SERVICES

By: _____
Name: **Domonique L. Banks**
Title: **Contracting officer,**
Supervisory Contract Specialist
Date: _____

ACCEPTED BY:
WKM Solutions, LLC

By: _____
Name: _____
Title: _____
Date: _____



EXHIBIT A



EXHIBIT B



EXHIBIT C



EXHIBIT D



EXHIBIT E

