



TASK ORDER [NUMBER]
IDIQ Contract No. DCAM-23-NC-RFP-0006[ ]
STRATEGIC MANAGEMENT CONSULTING SERVICES

[DATE]

PR-\_\_\_\_ (BA-\_\_\_\_) RK\_\_\_\_

THIS TASK ORDER [NUMBER] 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 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 Task Order are as follows:

- 1. Contractor. This Task Order No. [INSERT NUMBER] ("Task Order") is being issued to [INSERT CONTRACTOR] ("Contractor") under IDIQ Contract No. DCAM-23-NC-RFP-0006 ("IDIQ Contract").
2. Remaining capacity. The remaining capacity of the Contract (including the value associated with this Task Order No. 0\_) is \$\_\_\_\_\_.
3. Scope of Work. The Contractor shall provide [Specific Task Order instructions and requirements] as described in the Contractor's Quote (INSERT EXHIBIT NO.), in accordance with the Terms and Conditions set forth in the IDIQ Contract.
4. Notice to Proceed. Upon bilateral execution of this Task Order by the signature of the CO, the Contractor has authorization to proceed with services unless otherwise directed by a DGS Contracting Officer in writing, starting on Date of Contract Execution through [INSERT EXPIRATION DATE].
5. Task Order Price. The Contractor shall be paid a Total Not-to-Exceed amount of [INSERT AMOUNT]. These services shall be paid as described in the Contractor's quote (INSERT EXHIBIT NO.) and in accordance with the firm-fixed fully loaded hourly bill rates established in IDIQ Contract [Base Period or OY Period] (Exhibit No.).

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. 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. The vendor should always take care to receive Task Order 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 Task Order serves as the Contractor’s Notice-to-Proceed. The work in this Task Order shall be completed no later than [DATE] (“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 is [START DATE] through [EXPIRATION DATE].
8. **Administrative Term (if and where applicable).** The Administrative Term is hereby extended to [DATE] (“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.** At all times while working under this Task Order, the Contractor shall maintain insurance coverage in the amounts described in Section I.14 (Insurance) of the IDIQ Contract.

**10. COTR and/or the Project Manager for this Task Order is:**

[INSERT NAME]

[TITLE]

[PHONE]

[E-MAIL]

**11. Contracting Officer.** Task Order No. [ ] 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. [ ] 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 COTR and/or 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, 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 shall be subject to the living wage act in effect at the time of the Task Order 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 [No.]**.

**13. Service Contract Act.** The Contractor agrees that the work performed under the Task Order shall be subject to the Service Contract act in effect at the time of the Task Order 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 [No.]**.

**14. Davis Bacon Wage Act.** The Contractor shall comply with the U.S. Department of Labor Davis Bacon Act Wage Determination at the time of the Task Order execution by the Department (**Exhibit No.**).



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 (202) 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 Task Order price, prior to commencing work. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.
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 Government's 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.** The Contractor shall comply with the First Source requirements and execute a First Source Agreement and First Source Employment Plan (**Exhibit No.**) with the District of Columbia Department of Employment Services ("DOES") prior to beginning work.
20. **SBE Subcontracting Requirements (*if and where applicable*).** For Task Orders in excess of \$250,000, at least 35% of the dollar volume of the Contract shall be subcontracted in accordance with underlying IDIQ Contract.
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 incorporated hereto as Exhibit [No.].



- 22. 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 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.
- 23. Order of Precedence.** The following documents are incorporated into this Task Order in the following order of precedence:
1. An Applicable Court Order, if any,
  2. This Contract Document. Task Order No. [ ], including all Exhibits (A-H)
  3. Standard Contract Provisions for use with Specifications for District of Columbia Government Supplies and Services Contracts dated January 14, 2016 *by reference*.
  4. IDIQ Contract

**ISSUED BY:**  
**DEPARTMENT OF GENERAL SERVICES**

**By:** \_\_\_\_\_  
**Name:** Domonique Banks  
**Title:** Contracting Officer  
Supervisory Contract Specialist  
**Date:** \_\_\_\_\_

**ACCEPTED BY:**  
**[Contractor Name]**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

