

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption <b>Project Management Software</b>				Page of Pages	
			1		47			
2. Contract Number		3. Solicitation Number <b>DCAM-19-NC-IFB-0008</b>		4. Type of Solicitation <b>Sealed Bid (IFB)</b>		5. Date Issued 08/23/19	6. Type of Market <b>Open</b> Set Aside Open Market with Set-Aside CBE Designated Category	
7. Issued By Department of General Services 2000 14 <sup>th</sup> Street, NW 8 <sup>th</sup> Floor Washington, DC 20009				8. Address Offer to: Contracts and Procurement c/o Pamela Dickerson 2000 14 <sup>th</sup> Street, NW 8 <sup>th</sup> Floor Washington, DC 20009				
NOTE: In sealed bid solicitations "offer" or "offeror" means "bid or "bidder"								
<b>SOLICITATION</b>								
9. Sealed offers in original copies for furnishing the supplies or services in the Schedule will be delivered by <b>10:00A.M. Tuesday, August 27, 2019 – ELECTRONCALLY to <a href="mailto:keith.giles@dc.gov">keith.giles@dc.gov</a></b> (Hour) (Date)								
CAUTION: Late submission, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in solicitation.								
10. For Information Contact	A. Name		B. Telephone			C. E-mail Address		
	Pamela Dickerson		(Area Code) 202	(Number) 576-5596	(Ext)	<a href="mailto:pamela.dickerson@dc.gov">pamela.dickerson@dc.gov</a>		
11. Table of Contents								
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12. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.								
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %			
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number	Date	Amendment Number	Date			
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone			15 C. Check if remittance address is different from above – Refer to section G		17. Signature		18. Award Date	
(Area Code)	(Number)	(Ext)						
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>								
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation			
2. Name of contracting Officer (Type or Print)			23. Signature of Contracting Officer (district of Columbia)			24. Award Date		

## SECTION B

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

- B1** The Department of General Services (“DGS”), Capital Construction Services (“CCS”) (“the District”) seeks to procure a Software as a Service (“SaaS”) with user access via any web browser which can be utilized from all internet connected device, regardless of system or device type. The coverage includes development, software maintenance (subscription) and hardware maintenance support.
- B2** The District contemplates Requirements contract for services specified, with a fixed price and labor hour components in accordance with 27 DCMR Chapter 24.

**B3 PRICE SCHEDULE**

**B.3.1 BASE PERIOD**

Item No.	Description	Total Cost
0001	Licensing/Subscription Fee	\$
0002	Unlimited Professional Services Agreement	\$
0003	Data Migration	\$
0004	Additional required software or services	\$
<b>Grand Total for 3.1 (Base Year)</b>		<b>\$</b>

**B.3.2 OPTION YEAR ONE**

Item No.	Description	Total Price
1001	Licensing/Subscription Fee	\$
1002	Unlimited Professional Services Agreement	\$
1003	Additional required software or services	\$
<b>Grand Total for 3.2 (Option Year One)</b>		<b>\$</b>

**B.3.3 OPTION YEAR TWO**

Item No.	Description	Total Price
2001	Licensing/Subscription Fee	\$
2002	Unlimited Professional Services Agreement	\$
2003	Additional required software or services	\$
<b>Grand Total for 3.3 (Option Year Two)</b>		<b>\$</b>

**B.3.4 OPTION YEAR THREE**

<b>Item No.</b>	<b>Description</b>	<b>Total Price</b>
<b>3001</b>	Licensing/Subscription Fee	\$
<b>3002</b>	Unlimited Professional Services Agreement	\$
<b>3003</b>	Additional required software or services	\$
<b>Grand Total for 3.4 (Option Year Three)</b>		\$

**B.3.5 OPTION YEAR FOUR**

<b>Item No.</b>	<b>Description</b>	<b>Total Price</b>
<b>4001</b>	Licensing/Subscription Fee	\$
<b>4002</b>	Unlimited Professional Services Agreement	\$
<b>4003</b>	Additional required software or services	\$
<b>Grand Total for 3.5 (Option Year Four)</b>		\$

**B.3.6 PRICE SCHEDULE SUMMARY**

<b>Item No.</b>	<b>Period of Performance</b>	<b>Total Price</b>
<b>0001</b>	Base Period Item No. 0001-0004	\$
<b>0002</b>	Option Year One Item No. 1001-1003	\$
<b>0003</b>	Option Year Two Item No. 2001-2003	\$
<b>0004</b>	Option Year Three Item No. 3001-3003	\$
<b>0005</b>	Option Year Four Item No. 4001-4003	\$
<b>Grand Total for B.3</b>		\$

**B.4** A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

**B.5** 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.9.1.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The Department of General Services (“DGS”), Capital Construction Services (“CCS”) seeks to procure a Software as a Service (“SaaS”) with user access via any web browser and which can be utilized from all internet connected device, regardless of system or device type. DGS requires a yearly licensing/subscription for unlimited internal and external users, yearly unlimited professional services agreement, migration of current PMIS project data to new software system and any additional hardware, software or services required to provide complete functionality for the proposed PMIS per the DGS requirements.

### C.2 APPLICABLE DOCUMENTS/REFERENCES

The following references are applicable to this procurement:

Item No.	Reference	Attachment/URL
1	OCTO Policies	<a href="https://octo.dc.gov/page/octo-policies">https://octo.dc.gov/page/octo-policies</a>
2	District of Columbia Data Policy	<a href="https://octo.dc.gov/page/district-columbia-data-policy">https://octo.dc.gov/page/district-columbia-data-policy</a>

### C.3 DEFINITIONS

- C.3.1 Software as a Service (SaaS)** – SaaS is a method of software delivery that allows data to be accessed from any device with an internet connection and web browser. In this web-based model, software vendors host and maintain the servers, databases and code that constitute an application.
- C.3.2 Implementation Plan** – a description including but not limited to, the information, processes, programming tools, methods, customization and configuration that will be necessary for a successful implementation of the system. The Implementation Plan shall include a detailed schedule to complete the implementation.
- C.3.3 Internal (DGS/DC Government) Users** – DGS/DC Government employees, staff, consultants or others acting on behalf of, or as agents of, DGS/DC Government. These users will have multiple roles and will require varied access and permissions by role.
- C.3.4 External Collaborators/Users** – Outside vendor company employees, staff, consultants or sub-contractors performing work under contract to DGS/DC Government. These users will have multiple roles and will require varied access and permissions by role.
- C.3.5 Systems Integration** - bi-directional data connection between PMIS and other current DGS software systems to facilitate ad hoc/live and/or scheduled data transfer between systems.
- C.3.6 Systems Integration Report** – an assessment of data, information, files and reports that are compiled from, generated by, used by or needed by other software systems in use by DGS.

- C.3.7 Systems Integration Plan** – a description of the systems integration tasks that will be necessary to meet the requirements for systems integration. Data and instructions to be exchanged, frequency of exchange, tools, timeline and integration methods shall be specified.
- C.3.8 Implementation** – The sum of all activities required to successfully develop, customize, configure, implement, test and roll-out a fully-functional PMIS per DGS requirements.
- C.3.9 Data Migration Plan** –an assessment of data and files held in Prolog to determine what must be converted and migrated to the new system database and a detailed description of all steps and requirements for successful data migration. The Contractor shall provide a documented method for verifying that the data conversions are successful.
- C.3.10 Data Migration** –the process of selecting, preparing, extracting, and transforming data and permanently transferring it from one computer storage system to another. Additionally, the validation of migrated data for completeness and the decommissioning of legacy data storage are considered part of the entire data migration process. Data migration is to be performed in such a way as to be as automated as practical. Migrated data shall be mapped into appropriate tables/fields or similar to assure complete integration into the new PMIS. Migrated data in the new PMIS shall have the same accessibility, reportability and usability as native data for Data Migration to be considered successful.
- C.3.11 Unlimited Professional Services Agreement** – all professional services required to facilitate and provide the following, at a minimum:
- a) Training documentation tailored to DGS system implementation for internal and external collaborators/users (must be available through the PMIS in PDF and /or video format)
  - b) As-needed tailored, live, instructor-led training for DGS staff (in-person or via web)
  - c) Custom system report writing services (48 hour turnaround unless agreed to in advance by DGS)
  - d) Creation and hosting of video training tutorials, tailored to the DGS implementation, for internal and external collaborators/users (must be available through the PMIS)
  - e) Customization, modification and utilization of system and system functionality
  - f) Technical Support and assistance for DGS Admin personnel in day-to day use and management of the system (must be available, at minimum, from 8:00am – 8:00pm EST Monday – Friday).
- C.3.11 - Needs Assessment Report** - a summary of business processes identified which involve the use of the new system, identification of new business processes that will need to be established, disposed of or revised, identification of system customization and configuration that will be required, data transfer processes that will be necessary and system generated data, reports and information to be produced.

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

The DGS Capital Construction Services Division implements and manages public building needs through the DGS FY14 Capital Improvement Plan for most District government agencies. The plan outlines agencies capital needs as: Rehabilitation of existing properties, construction of new ones, ensuring timely and cost-effective delivery of superior quality engineering and design. The division currently has 262 active projects totaling \$3.4 billion in budget estimates.

In 2018, DGS CCS decided to replace its current<sup>1</sup> Project Management Information System (“PMIS”) and system of record for all capital construction projects. The decision to replace the PMIS was based on the need to have a system that used updated technology, unlimited ability to interface with other internal software systems, recurring hosting costs, unlimited user access and ability and/or flexibility to capture, disseminate and report necessary data in a useful manner.

In February 2019 DGS CCS formed a committee with the purpose of assessing the current PMIS to determine what current functionality should be retained and to identify issues and challenges to be addressed by the new PMIS. Once the current PMIS was assessed the committee performed market research to determine what new technology and systems were available for construction project management, developed a list of features, qualifications and functionality that a new PMIS for DGS would require.

The PMIS committee initially identified fifty-seven key items that were either desired or required for the new PMIS based on current system issues and challenges, industry best practices, planned use of the PMIS as the single-source for all construction project data, DGS CCS Standard Operational Procedures (“SOP”) and planned SOP initiatives, DC procurement/legal requirements and DGS CCS business model. This solicitation is based on the committee’s research and findings. To quickly secure and deploy a system to meet the needs of the District.

## **C.5 REQUIREMENTS**

- C.5.1** The Contractor shall provide the minimum requirements as listed in section C.5. Bidders unable to meet minimum requirements should not respond:
- C.5.1.2** System shall be deployed as a Software as a Service (SaaS) or similar with user access via any web browser from any internet connected device.
- C.5.1.3** Proposed system license structure shall include the following:
- a) Unlimited internal DGS/DC Government users
  - b) Unlimited external collaborators/users
  - c) Unlimited data storage for active and archived projects
  - d) Unlimited projects
  - e) System Hosting
  - f) Unlimited Help desk/User Support (must be available, at minimum, from 8:00am – 8:00pm EST Monday – Friday)
  - g) Implementation (Base Year only)
  - h) All Upgrades and new feature releases for the license period
  - i)
- C.5.1.4** Proposed system shall provide means to create, submit, manage, track and report on, the following construction project management activities across the Portfolio, Program and Project levels:
- a) Project, Program and Portfolio Budgets
  - b) Invoices
  - c) Contracts
  - d) Requests For Information
  - e) Submittal Registers

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<sup>1</sup> Trimble Prolog Manager is the current PMIS for CCSD

## Project Management Software

- f) Submittal Packages
- g) Potential Change Orders
- h) Change Orders
- i) Daily Reports
- j) Construction Drawing Management
- k) Construction Specification Management
- l) Risk Logs
- m) Tasks/Action Items
- n) Safety
- o) Reporting
- p) Dashboards
- q) Meeting minutes

**C.5.1.5** Proposed system shall be customizable on-demand by DGS personnel to improve system alignment with DGS business requirements without additional cost.

**C.5.1.5.1** Customization on-demand shall include the ability to:

- a) Rename and/or repurpose any/all system fields
- b) Add or remove any/all system fields
- c) Turn any/all system functions/fields on or off
- d) Limit user access to fields or system functions by user role or type
- e) Create, modify or add new system functionality such as modules to create, submit, manage, track and report on construction project management activities not already included in the system
- f) Create multiple custom reports and dashboards

**C.5.1.6** Contractor shall provide an Unlimited Professional Services Agreement for the term of software license to include the following:

- a) Training documentation tailored to DGS system implementation for internal and external collaborators/users (must be available through the PMIS in PDF and/or video format)
- b) As-needed tailored, live, instructor-led training for DGS staff (in-person or via web)
- c) Custom system report writing services (48 hour turnaround unless agreed to in advance by DGS)
- d) Creation and hosting of video training tutorials, tailored to the DGS implementation, for internal and external collaborators/users (must be available through the PMIS)
- e) Customization, modification and utilization of system and system functionality
- f) Technical Support and assistance for DGS Admin personnel in day-to day use and management of the system (must be available, at minimum, from 8:00am – 8:00pm EST Monday – Friday)

**C.5.1.7** Contractor shall have the capability to provide data migration of current DGS project data and files from the DGS Trimble Prolog Manager database to the proposed PMIS.

- a) Database access/connection or copy of database to be provided by DGS.
- b) Database is approximately 28GB and includes data and files for approximately 1200 construction projects.
- c) This is a one-time data migration to be performed at the appropriate time during system implementation.

### **C.5.1.8 Systems Integration**

**C.5.1.8.1** Provide bi-directional data connection between PMIS and other current DGS software systems to facilitate ad hoc/live and/or scheduled data transfer between systems. DGS shall provide access and/or information for current systems to assist with systems integration but coordination with other DC Agencies and IT companies/contractors as required to complete system integrations is required. System integrations included in the IFB are but not limited to:

- Salesforce
- Archibus
- Primavera P6 Project Management
- MicroStrategy

**C.5.1.8.2** Provide necessary system access, live training and tailored training materials required for up to 8 DGS staff to perform necessary functions within the PMIS to connect with other software systems.

**C.5.1.8.3** Systems Integration work to be performed during PMIS implementation.

**C.5.1.9** Contractor shall provide any additional software or services required for complete implementation and functionality of the PMIS per DGS requirements. Only include special software or services sold as necessary 'Add-ons' or identified as required for implementation or use of your PMIS. Examples of items to be included under this section would be a proprietary software data bridge if it was required for Systems Integration. Software to be integrated (such as P6 or Salesforce) would not be required.

- Contractor shall provide a detailed explanation of any additional software or services required for complete functionality of the PMIS with their response to the IFB and provide associated pricing in Section B under lines 0004, 1003, 2003, 3003 and 4003.

**C.5.1.10** Contractor shall not be a third-party reseller and must currently own and have previously implemented the proposed PMIS.

### **C.5.2 Implementation Plan Kickoff Meeting**

**C.5.2.1** The Contractor shall conduct a project kickoff meeting to include attendees from DGS CCS.

**C.5.2.2** During the kickoff meeting, the Contractor shall submit and discuss their Implementation Plan.

**C.5.2.3** The Contractor shall prepare, and present an orientation briefing during the kick-off meeting to include project initiative, goals, scope, tasks, deliverables, and estimated schedule.

**C.5.2.4** Based on the outcome of the kick-off meeting, the Contractor shall make adjustments to the Implementation Plan and Schedule as necessary to reflect any resulting changes in the Statement of Work.



**C.5.2.5** The Contractor shall provide weekly project reports detailing a task by task percent complete evaluation, any problems encountered and resolution.

### **C.5.3 Needs Assessment Report**

**C.5.3.1** The Contractor shall identify and confirm those business requirements and processes that must be incorporated into the functionality of the project management system. In addition, the Contractor shall identify those operational business processes that DGS CCS must utilize for maximum performance of the project management system and the business processes and procedures required for DGS CCS to maximize efficient data flow and exchange with other DGS agency systems.

**C.5.3.2** The Contractor shall gather and review information through documentation, through observation and staff interviews. The information will be used to inform the Contractor during the process of configuring and customizing the system that is to be implemented.

**C.5.3.3** The Contractor shall deliver documentation of the information gathering tasks to DGS CCS to verify that the information is correct prior to developing the Needs Assessment Report.

**C.5.3.4** The Contractor shall develop and submit a list of all final documentation used to inform the Contractor of business processes, existing database structure, existing interfaces and existing application functions for review. This shall include all documents, interview notes, images, and any other sources of information the Contractor uses. The documentation will be maintained by DGS CCS for reference.

**C.5.3.5** The Contractor shall conduct a study focused on the needs related to meeting the system requirements (Needs Assessment Study). The Contractor shall document the results of the study in the Needs Assessment Report. Submit report to DGS for review and comment/acceptance. Revise as necessary.

**C.5.3.6** The Needs Assessment Study shall address the business processes, the application functions that will facilitate those business processes, the hardware, software and network components that will be needed to properly implement the system, and training and support needed for staff and equipment.

**C.5.3.7** The Contractor shall recommend industry best practices construction project management and include the recommendations in the Needs Assessment Report.

#### **C.5.4 Implementation**

**C.5.4.1** The Contractor shall develop, deploy, configure, customize, create and otherwise implement the PMIS based on the unique DGS requirements identified in Section 5.1

**C.5.4.2** Attend meetings with DGS as-needed to assure progress per schedule.

#### **C.5.5 Data Migration**

**C.5.5.1** Submit Data Migration Plan

**C.5.5.2** Migrate existing project data and files from DGS Trimble Prolog Manager to new PMIS. Test and assure functionality and data integrity.

#### **C.5.6 Training**

**C.5.6.1** Provide and post training materials and videos

**C.5.6.2** Schedule and conduct live in-house Implementation phase training sessions for Internal DGS/DC Government Users to assure all staff are trained. Training sessions should be small enough in size to allow for nominal instructor-teacher interaction and sufficient in number to assure training is available for all staff. Initial training sessions for implementation should be scheduled over the course of four weeks. Morning and afternoon training sessions shall be scheduled to minimize disruption to staff and ongoing projects.

**C.5.6.3** The Contractor shall provide a senior level trainer(s) to develop custom training material and perform required classroom training. The training will be supported by training exercises and a training manual that will guide users step by step through the training exercises using screen shots and user-friendly descriptions to illustrate the steps. The training exercises will be supported through a training database mirroring the DGS PMIS deployment which the Contractor shall maintain and use to perform the training.

**C.5.6.4** The Contractor shall provide initial on premise training for Internal DGS/DC Government Users during Implementation as well as supplemental training materials including but not limited to training videos, on-line training and train the trainer manuals. The training manuals shall be updated with any software modifications made to the system prior to implementation of the software modifications.

**C.5.6.5** The Contractor shall provide written documentation of each participant completing in-person training; the date the training was completed, and type of training completed.

**C.5.6.6** The Contractor shall grant the District exclusive rights to training materials and modules developed under this contract. The training materials and modules will become the sole property of the District Government to use at its own discretion. All delivered training materials shall be electronically delivered in PDF or appropriate video file format.

### **C.5.7 Systems Integration**

**C.5.7.1** Submit Systems Integration Plan for review and acceptance by DGS. Revise as necessary.

**C.5.7.2** The Contractor shall construct system interfaces to external software applications as defined in Section C.5.1.8. This involves analyzing the interface requirements, working with other agencies and District contractors.

**C.5.7.3** Test system integrations and revise as required to assure functionality and usability.

### **C.5.8 Professional Services**

**C.5.8.1** Contractor shall provide senior level systems administrator and other staff as required to assist DGS system administrator and user staff with the following on an as-needed basis;

- a) Training documentation tailored to DGS system implementation for internal and external collaborators/users (must be available through the PMIS in PDF and or video format)
- b) As-needed tailored, live, instructor-led training for DGS staff (in-person or via web)
- c) Custom system report writing services (48 hour turnaround unless agreed to in advance by DGS)
- d) Creation and hosting of video training tutorials, tailored to the DGS implementation, for internal and external collaborators/users (must be available through the PMIS)
- e) Customization, modification and utilization of system and system functionality
- f) Technical Support and assistance for DGS Admin personnel in day-to day use and management of the system (must be available, at minimum, from 8:00am – 8:00pm EST Monday – Friday)

## **SECTION D PACKAGING AND MARKING**

- D.1** 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. (Attachment J.1)

## **SECTION E INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) Inspection of Supplies and six (6) Inspection of Services of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated January 2016.
  
- E.2** If vendor has equipment that is needed to operate recommended system, all equipment provided must be new, original manufacturer parts only, no substitutions allowed and must carry a full manufacturer's warranty [and extended warranty] and support within the United States to Authorized Users and be delivered in a sealed manufacturer's package.
  
- E.3** The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted.

## SECTION F

### PERIOD OF PERFORMANCE AND DELIVERABLES

#### F.1 TERM OF CONTRACT

The term of the contract shall be one year from the date of Award.

#### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

**F.2.1** The District may extend the term of this contract for a period of four (4) one-year option periods, 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 this option 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.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period(s) shall be as specified in the Section B 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.

#### F.3 DELIVERABLES

CLIN	Deliverable	Format/Method of Delivery	Due Date
C.5.2	Kickoff Meeting	In Person Meeting at DGS	7 calendar days after award
C.5.3.3	Needs Assessment Study	Independent study on Contractor	4 weeks after kickoff
C.5.3	Needs Assessment Report	PDF and word Files delivered to COTR	Completion of Study
C.5.5	Data Migration	Systems Action	Completion prior to Implementation
C.5.1.8	Systems Integration	Systems Action	Completion in conjunction with Implementation
C.5.6	Training	In person at DGS	As necessary
C.5.8	Professional Services	Systems Action	Duration of license/subscription
C.5.2	Implementation	Kick Off Meeting at DGS	January 31, 2020

- F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

## **SECTION G CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.1.3** The District follows a specific policy for services related to Software/Hardware maintenance/licenses and support services. These services must be provided and billed within the district's fiscal year (10/1 to 09/30). Invoices should only cover one fiscal year and the District cannot be held liable for any such services not billed and paid within the same fiscal year (October 1 to September 30). The District issues separate payment for each fiscal year for accounting and budgetary reasons.

**G.1.4** By accepting this contract, for Software/Hardware maintenance/licenses and support services, you agree that a proper invoice constitutes a service period that covers only October 1 through September 30.

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.

**G.2.2** The Contractor shall submit payment requests in electronic format through the DC Vendor Portal [www.vendorportal.dc.gov](http://www.vendorportal.dc.gov) by selecting the applicable purchase order number which is listed on the Contractor's profile.

**G.2.3** To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

**G224** Other supporting documentation or information, as required by the Contracting Officer;

**G225** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G226** Name, title, phone number of person preparing the invoice;

**G227** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G228** 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.5.5.

**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** Payment will be made on completion and acceptance by the District for each item ordered for the price as stated in the Price Schedule in Section B of the contract and 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 CLAUSE**

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

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

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

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

- G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:
  - G.6.1.2.1** 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

## Project Management Software

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.**

**G.6.3.1** 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:

**George G. Lewis, CPPO**  
**Contracts & Procurement Associate Director, Chief Contracting Officer**  
**Department of General Services**  
**2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor, Washington, DC**  
**202-478-5727 (Office Phone)**  
[George.lewis@dc.gov](mailto:George.lewis@dc.gov) (email)

### **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 CONTRACT ADMINISTRATOR (CA)**

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

**G.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 prices and costs are consistent with the contractual amounts and progress is

**G.9.1.4** satisfactory and commensurate with the rate of expenditure;

**G.9.1.5** 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.9.1.6** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The name, address and telephone number of the CA is:

**Stephen A. Campbell**  
**1250 U Street, NW 3<sup>rd</sup> Floor**  
**Washington, DC 20009**  
**202-671-2319 (office)**

**G.9.3** The CA 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 agreements, 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, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

#### H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. **2015-4281**, Revision No.#14, dated **07/16/2019**, 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 Section J.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 **clause 24 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 and the Contractor may be entitled to an equitable adjustment.

#### H.3 PREGNANT WORKERS FAIRNESS

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

**H.3.2** The Contractor shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

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

- (c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
- (e) Require an employee to take leave if a reasonable accommodation can be provided; or
- (f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

**H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
  - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

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

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

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

**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 RESERVED**

**H.7 RESERVED**

**H.8 RESERVED**

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

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

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

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

**H.9.1.4** Except as provided in 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** A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.6** 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.9.2 Subcontracting Plan**

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

## **H.9.3 Copies of Subcontracts**

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

## **H.9.4 Subcontracting Plan Compliance Reporting**

**H.9.4.1** The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

**H.9.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

## **H.9.5 Annual Meetings**

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

#### **H.9.6 Notices**

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

#### **H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

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

**H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

**H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

**H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

**H.10.5** This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

**H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

**H.11 DISTRICT RESPONSIBILITIES  
RESERVED**

**H.12 CONTRACTOR RESPONSIBILITIES**

**H.12.1** Shall meet all minimum requirements as referenced in Section C.5.

## **SECTION I CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

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

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated January 2016 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

#### **A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

#### **B. Title to Project Deliverables**

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

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

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

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

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

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

a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

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

**F. Indemnification and Limitation of Liability**

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

**I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTS**

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

## I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor 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-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall provide the CO with at least thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate but only to the extent that such reduction or cancellation results in the Contractor no longer meeting the requirements in this Section I.8. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium, but only to the extent that such non-payment results in the Contractor no longer meeting the requirements in this Section I.8.

All required liability policies (as specifically required below) shall include the Government of the District of Columbia as an additional insured and shall contain a waiver of subrogation.

1. Commercial General Liability Insurance. 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; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability for insured contracts and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide 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 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.
4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000.00 per occurrence.
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 \$1,000,000.00 per occurrence for each wrongful act and \$2,000,000.00 annual aggregate.

6. Cyber Liability Insurance. The Contractor shall provide Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 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, (1) claims involving infringement of copyright, trademark or trade dress, (2) invasion of privacy violations, (3) information theft, (4) damage to or destruction of electronic information, (5) release of private information, (6) alteration of electronic information, (7) extortion and (8) network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- 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 three (3) years following final acceptance of the work performed under this contract.

- 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.

- 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. CERTIFICATES OF INSURANCE**. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**George G. Lewis, CPPO**  
**Contracts & Procurement Associate Director, Chief Contracting Officer**  
**Department of General Services**  
**2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor, Washington, DC**  
**202-478-5727 (Office Phone)**  
[George.lewis@dc.gov](mailto:George.lewis@dc.gov) (email)



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).

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- I. **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.

### **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85- 85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

### **I.10 ORDER OF PRECEDENCE**

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

#### **ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

## I.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes) in its place:

### 14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

(1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iv) The Contractor's request for relief or other action by the CO.

(2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

(3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(4) The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a) (6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## I.12 COST AND PRICING DATA

### RESERVED

## SECTION J ATTACHMENTS

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

Attachment Number	Document
<b>J.1</b>	Government of the District of Columbia Department of General Services Standard Contract Provisions (Supplies and Services Contracts) dated January 2016
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. #14, dated July 16, 2019
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
<b>J.4</b>	Department of Employment Services First Source Employment Agreement (non-Construction)
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Subcontracting Plan (if required by law)
<b>J.9</b>	First Source Initial Employment Plan (if contract is \$300,000 or more)
<b>J.10</b>	Bidder-Offer Certification Form- April 2018
<b>J.11</b>	Price Schedule (Bid Form)
<b>J.12</b>	RESERVED
<b>J.13</b>	Bidder Qualification Sheet

## SECTION K

**K.1** Bidder/Offeror Certification Form *Attachment J.10*

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

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

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

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

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

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

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

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

**K.3.1.4** **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the

Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**K.3.1.5 Employee:** means an employee of a contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

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

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

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor’s policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by **Section [K.3.2(1)]** of this clause;
- (4) Notify such employees in writing in the statement required by **Section [K.3.2(1)]** of this clause that, as a condition of continued employment on this contract, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the CO in writing within 10 days after receiving notice under **Section [K.3.2(4)(b)]** of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

- (6) Within 30 days after receiving notice under **Section [K.3.2(4)(b)]** of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Take appropriate personnel action against such employee, up to and including termination; or
  - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of **Section [K.3.2 (1)]** through **[K.3.2 (6)]** of this clause.

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

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

## **SECTION L**

### **INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

#### **L.1 METHOD OF AWARD**

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

**L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

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

**L.2.1** This solicitation will be conducted electronically via email submission to Keith Giles at [keith.giles@dc.gov](mailto:keith.giles@dc.gov). To be considered, a bidder must submit its bid via email before the closing date and time. **Paper, telephonic, telegraphic, and facsimile bids may not be accepted.**

**L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

**L.2.2** The District will reject as non-responsive any bid that fails to conform in any material respect to the IFB.

**L.2.3** Bidders shall make no changes to the requirements set forth in the solicitation.

**L.2.4** The District will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.

**L.2.5** 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.2.6** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

#### **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**

This solicitation will be conducted electronically via email submission to Keith Giles at [keith.giles@dc.gov](mailto:keith.giles@dc.gov). To be considered, a bidder must submit its bid via email before the closing date and time. Paper, telephonic, telegraphic, and facsimile bids may not be accepted.

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

A bidder may modify or withdraw its bid via the District's E-Sourcing system 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 District's E-Sourcing system will not accept late bids or modifications to bids after the closing date and time for receipt of bids.

**L.6.2 Late Modifications**

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

**L.7 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective bidder should submit questions no later than *one (1)* day prior to the closing date and time indicated for this solicitation. The District may not

consider any questions received less than **one (1)** day before the date set for submission of bids. The District will furnish responses via the Department of General Services website. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, 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.9 BID PROTESTS**

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

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

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

#### **L.11 SIGNING OF BIDS**

**L.11.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**L.11.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

## **L.12 BIDS WITH OPTION YEARS**

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

## **L.12 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.12.1** Name, address, telephone number and federal tax identification number of bidder;

**L.12.2** 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.12.3** 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.13 BID OPENING**

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate. ***The Public Bid Opening will be held on Tuesday, August 27, 2019 at 10:15 a.m. EST in 6th Floor, DPW Small Conference Room at the Reeves Center / 2000 14<sup>th</sup> Street, N.W. Washington, D.C. 20009.***

## **L.14 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.15 GENERAL STANDARDS OF RESPONSIBILITY**

**L.15.1** 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.15.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

**L.16 SPECIAL STANDARDS OF RESPONSIBILITY RESERVED**

## **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**

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  
441Fourth Street, NW, Suite 850N Washington DC  
20001

**M.1.4.3** All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.2 EVALUATION OF OPTION YEARS**

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.