**Contracts & Procurement** 

## TASK ORDER No. \_\_\_\_ IDIQ CONTRACT NO. DCAM-23-NC-RFP-0005 Armed/Unarmed Security Guard Personnel Services Security Guard Services – Post Assignments(s)

Date: \_\_\_\_\_, \_\_, 202\_

**PR- (BA-)/RK** 

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

- 1. **Remaining capacity.** The remaining capacity of the Contract (including the value associated with this Task Order No. \_\_\_\_) is \$\_\_\_\_\_.
- 2. Contractor. This Task Order No. \_\_\_\_\_ is being issued to [CONTRACTOR HERE] ("Contractor") under IDIQ Contract No. [CONTRACT NO. HERE]
- **3. Scope of Work.** The Contractor shall provide security guard services under at various District locations for the Protective Services Division in accordance with the Terms & Conditions of IDIQ Contract No. *[CONTRACT NO. HERE].*
- 4. Notice to Proceed. This Task Order No. \_\_\_\_ authorizes the Contractor to proceed with Services effective [START DATE] unless otherwise directed by the Contracting Officer ("CO").
- 5. Price. The Contractor shall be paid for all services subject to this Task Order No. \_\_\_\_\_ in accordance with the fixed fully loaded hourly rates for [BP/OP HERE] as described in Contract No. [CONTRACT NO]. <u>This Task Order No. \_\_\_\_\_ has a Total Aggregate Not-\_\_\_\_\_\_ To-Exceed value of \$</u> of which the Department will aggregately fund throughout the term of the Task Order Agreement.

<u>In no event</u> is the Contractor or Program authorized to modify services described herein, thus the Contractor will not be paid more than an aggregate amount of <u>\$</u> unless the following is complete: The Contractor is authorized to change these orders and exceed the established limit of the agreement in advance through the expressed written approval of the DGS' Contracting Officer, issued and executed under a Modification to the original Task Order No. \_\_\_\_. *The Contractor is hereby made aware that only the Contracting* 

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Officer is authorized to issue Task Orders and modifications under the Contract, and the Department shall have no obligation to provide or remit compensation to the vendor for any work, materials, or supplies that the vendor provides contrary, beyond, or outside of that parameter and understanding of this Task Order No. \_\_\_\_\_. The vendor should always take care to receive Task Order instructions from the Contracting Officer, versus any non-authorized personnel of the Department. Further, the Contractor hereby acknowledges it shall not provide services that exceed the Task Order, ordering ceiling, the Task Order P.O. funding or whichever of the two values is smallest.

- 6. Substantial Completion Date. *RESERVED* [Intentionally Removed]
- 7. Final Completion Date. The Period of Performance for services subject of this Task Order No. \_\_\_\_\_ is [Task Order Period of Performance]
- 8. Administrative Term. RESERVED [Intentionally Removed]
- 9. Insurance Requirement. Under this TO No. \_\_\_\_, the Contractor shall maintain insurance coverage at all times, in the amounts described in Section I of IDIQ Contract No.[CONTRACT NO.] Subject to change at the sole discretion of the District's Officer of Risk Management ("ORM").
- 10. COTR and/or the PM. The COTR for this Task Order Agreement is as follows:

#### [COTR NAME]

[COTR TITLE] [COTR ADDRESS] [COTR PHONE AND EMAIL]

**11. Contracting Officer.** Task Order Agreement will be entered into and signed on behalf of the District only by contracting officers. The name and contact information for the contracting officer for the Task Order Agreement is as follows:

[CONTRACTING OFFICER NAME] Contracting Officer [CONTRACTING OFFICER ADDRESS] [CONTRACTING OFFICER PHONE AND EMAIL]

Only a duly authorized Contracting Officer shall have the authority to direct the Contractor to start the project, issue change orders, contract modifications or change directives on the Department's behalf. The Program Manager shall not have the authority to modify any of the rights and obligations of the Department or the Contractor pursuant to the Task Order Agreement, or to issue change orders, contract modifications or change directive.





- 12. Living Wage Act. The Contractor agrees that the work performed under this Task Order Agreement shall be subject to the living wage act in effect at the time of the Task Order Agreement execution by the Department. As such, the Contractor and its subcontractors shall comply with the wage reporting requirements imposed by the act as set forth in **Exhibit** [X].
- 13. Davis Bacon Wage Act. *RESERVED* [Intentionally Removed]
- 14. Service Contract Act. The Contractor agrees that the work performed under the Task Order Agreement shall be subject to the Service Contract act in effect at the time of the Task Order Agreement execution by the Department. As such, the Contractor and its subcontractors shall comply with the service contract reporting requirements imposed by the function as set forth in Exhibit [X].
- **15. Billing.** The Contractor shall submit invoices via the DC Vendor Portal. All Contractors are required to register for access to the DC Vendor Portal at <u>https://vendorportal.dc.gov;</u> for assistance with the registration process, technical assistance and or additional instructions please call (202) 751-5200, or submit an inquiry via <u>https://vendorportal.dc.gov/ContactUs</u>
- 16. Invoice Submittal. The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <u>https://vendorportal.dc.gov</u>. The Contractor shall submit proper invoices on a monthly basis. To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.
- 17. Performance and Payment Bonds. The Contractor shall, before commencing the exercise provide to the Department a payment bond and performance bond, each with a penal sum equal to 35% of the subject Contract NTE for the option period price (i.e., base period and/or each of the individual option periods), in accordance with Section H.11.2 of IDIQ Contract No [ CONTRACT NO. HERE]. Such bonds shall remain in full force and effect until the Contract period reaches term and the Department shall be able to draw upon such bonds regardless of the amount paid by the Department to the Contractor, even if such amount exceeds the penal value of such bonds.
- **18.** First Source Agreement and Employment Plan. The Contractor shall comply with the First Source requirements and execute a First Source Agreement and First Source Employment Plan with the District of Columbia Department of Employment Services ("DOES") prior to beginning work, in accordance with Section H.5 of IDIQ Contract No. *[CONTRACT NO HERE].*





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- **19. SBE Subcontracting Requirements:** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with underlying IDIQ Contract No. *[CONTRACT NO. HERE]* **Section [H.9]**. The Subcontracting Plan form is incorporate hereto as *Exhibit [x]*.
- **20. Terms & Conditions.** The Standard Contract Provisions for use with Specifications for District of Columbia Government Supplies and Services Contracts dated January 14, 2016 are incorporated by attachment into this Task Order Agreement *incorporated by reference*.

## 21. Special Provisions Related to the COVID-19 Emergency.

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

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

- 22. Contractor Licenses and Compliance Documents. The Contractor shall comply with all laws and regulations based upon the project value and shall provide the Department with all of the applicable licenses, compliance documents and requirements including, but not limited to, the certificate of insurance, subcontracting plan, payment, and performance bonds, first source agreement and employment plan, tax compliance certificate, and all other compliance documents, as applicable to this District of Columbia government-funded project. The failure by the Contractor to comply with any of the legal and compliance requirements or the failure to provide the Department with any of the required documents within the time specified will result in termination of this Task Order Agreement based upon the Contractor's default. The Department shall not incur any cost due to the Contractor's failure to comply with the District of Columbia's laws and regulations.
- **23.** Order of Precedence. The following documents are incorporated into this Task Order Agreement in the following order of precedence:
  - 1. An Applicable Court Order, if any,
  - 2. This Contract Document, Task Order Agreement including all Exhibits
  - 3. Standard Contract Provisions for use with Specifications for District of Columbia Government Supplies and Services Contracts dated January 14, 2016 *by reference*
  - 4. Contract No. [CONTRACT NO. HERE]





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# ISSUED BY: DEPARTMENT OF GENERAL SERVICES

By: Name: Title: Contracting Officer

Date:

#### ACCEPTED BY: [CONTRACTOR NAME]

By:	
Name:	
Title:	

Date:



