

GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER		PAGE <div style="text-align: right;">1 of 17</div>				
2. TASK ORDER AGREEMENT NO. <div style="text-align: center;">CW106438</div>		3. Award/Effective Date <div style="text-align: center;">See Section 30C</div>		4. CONTRACT NUMBER <div style="text-align: center;">DCSS - CW56402</div>		5. SOLICITATION NUMBER <div style="text-align: center;">N/A</div>		6. SOLICITATION ISSUE DATE <div style="text-align: center;">March 3, 2023</div>		
7. FOR SOLICITATION INFORMATION CONTACT: Email: Mohammad.malikzai@dc.gov		A. NAME <div style="text-align: center;">Mohammad Malikzai</div>			B. TELEPHONE (No Collect Calls) <div style="text-align: center;">202-450-0386</div>		8. OFFER DUE DATE: <div style="text-align: center;">March 6, 2023</div>			
9. ISSUED BY Office of Contracting and Procurement 441 4TH Street NW, Suite 330S Washington, D.C. 20001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> GSA Schedule <input checked="" type="checkbox"/> DC Supply Schedule SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED		12. PAYMENT DISCOUNT TERMS <div style="text-align: center;">Net 30 days</div>		
5. CONTRACTOR / OFFEROR The Robert Bobb Group, LLC 1025 Connecticut Ave, Ste. 1000 Washington, DC 20006 Robert C. Bobb 202-731-0006 bob@robertbobbgroup.com				16. PAYMENT WILL BE MADE BY <div style="text-align: right;">CODE</div> Department of Licensing and Consumer Protection (DLCP) 1100 4th St SW Washington, D.C. 20024						
15A. DUNS CODE 15B. TAX ID NO.				18. ADMINISTERED BY Office of Contracting and Procurement (OCP) on behalf of Department of Licensing and Consumer Protection (DLCP) 1100 4th St SW Washington, D.C. 20024						
17. DELIVER TO Department of Licensing and Consumer Protection (DLCP) 1100 4th St SW Washington, D.C. 20024				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES				21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT		
0001	Temporary Personnel – Senior Project Manager and Associate Consultant (See Attachment B – Price Schedule) Base Period - From the date of award through September 30, 2023				1	Lot	NTE \$495,360.00	NTE \$495,360.00		
25. ACCOUNTING AND APPROPRIATION DATA ENCUMBRANCE CODE:							26. ESTIMATED TOTAL AWARD (FOR GOVT. USE ONLY) <div style="text-align: right;">NTE \$495,360.00</div>			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.					28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) STATEMENT OF WORK, (2) PRICING AND (3) CONTRACT# . THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE TASK ORDER IDENTIFIED IN BLOCK 4.					
29A. SIGNATURE OF OFFEROR <div style="text-align: center;"><i>Robert Bobb</i></div>					30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) <div style="text-align: center;"><i>Nicole Smith-McDermott</i></div>					
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) <div style="text-align: center;">Robert C. Bobb</div>				29C. DATE SIGNED <div style="text-align: center;">3/9/2023</div>		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <div style="text-align: center;">Nicole Smith-McDermott</div>			30C DATE SIGNED <div style="text-align: center;">3/9/2023</div>	

Task Order No. CW106438

Temporary Personnel - Senior Project Manager & Associate Consultant

1. SERVICES REQUIRED

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Department of Buildings (DOB), and the Department of Licensing and Consumer Protection (DLCP), is seeking a contractor to provide Branding Materials and Uniforms.

2. DC SUPPLY SCHEDULE NUMBER: CW56402

3. TASK ORDER NO.: CW106438

4. PERIOD OF PERFORMANCE:

The period of performance shall be from the date of award through September 30, 2023.

4.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

4.2.1 The District may extend the term of this contract for a period of Two (2) 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 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.

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

4.2.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

5. CONTRACTING OFFICER (CO)

Task orders will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Nicole Smith-McDermott
Supervisory Contract Specialist/Contracting Officer
Department of Buildings (DOB)
Address: 441 4th Street NW, 3rd Floor
Washington, DC 20001
Telephone: (202) 215-0876
Email: Nicole.smith-mcdermott@dc.gov

6. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 6.1** The CO is the only person authorized to approve changes in any of the requirements of this task order.
- 6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this task order, unless issued in writing and signed by the CO.
- 6.3** 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 task order price to cover any cost increase incurred as a result thereof.

7. CONTRACT ADMINISTRATOR (CA)

The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Shirley Kwan-Hui
Interim Director
Department of Licensing and Consumer Protection (DLCP)
1100 4th Street SW
Washington, DC 20024
Phone: (202) 671-4500
Shirley.kwan-hui@dc.gov

7.1 The CA shall NOT have the authority to:

1. Award, agree to, or sign any task order, 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 task order;
3. Increase the dollar limit of the task order or authorize work beyond the dollar limit of the task order,
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 task order.

7.2 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.

8. HOURLY RATE CEILING

- 8.1 The ceilings for specified hourly rate items are set forth in the Price Schedule (**Attachment B**).
- 8.2 The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in the Price Schedule (Attachment B).
- 8.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.
- 8.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- 8.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- 8.6 The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in the Price Schedule (Attachment B) and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Price Schedule (Attachment B), until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- 8.7 No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- 8.8 If any hourly rate ceiling specified in the Price Schedule (Attachment B) is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- 8.9 A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in the Price Schedule (Attachment B) unless the change order specifically increases the hourly rate ceilings.

Task Order No. CW106438

Temporary Personnel - Senior Project Manager & Associate Consultant

9. ORDERING

- 9.1 Any supplies and services to be furnished under this Task Order contract must be ordered by issuance of delivery orders by the CO. Such orders may be issued during the term of this contract.
- 9.2 All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, including the applicable provisions of Contractor's DC Supply Schedule, the contract shall control.
- 9.3 If mailed, a delivery order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.
- 9.4 Services to be furnished under this contract will be ordered by the Contract Administrator specified in Section 7.

10. COMPENSATION AND PAYMENT

- 10.1 Payment for approved services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Attachment B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.
- 10.2 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this Task Order contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- 10.3 The District will pay the Contractor no later than the thirty (30) calendar days after receiving a proper invoice from the Contractor.
- 10.4 The Contractor shall be responsible for all timesheet and invoice submissions for purchase orders issued under this Task Order contract, using the following procedures:
- a. Timesheets shall be submitted by each Resource no later than Friday, 12:00 PM eastern standard time for the previous week's work.
 - b. A District Program Manager shall approve the submitted timesheets.
- 10.5 The District will pay the Contractor only if Resources have provided services during the invoice period and the timesheets have been approved by the appropriate District Program Managers for the reporting period.

11. ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Task Order reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

12. INVOICE SUBMITTAL

12.1 The Contractor shall not invoice the District. The District's eligibility and premium remittance shall be on a self-accounting basis. The Contractor shall accept the electronic payments made by the District at the end of each pay period as payment in full, except as provided for in G.4.

12.2 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

12.3 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

12.4 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.

13. INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the

Task Order No. CW106438**Temporary Personnel - Senior Project Manager & Associate Consultant**

subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

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

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

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

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 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

Task Order No. CW106438

Temporary Personnel - Senior Project Manager & Associate Consultant

subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance – The Contractor shall provide automobile liability insurance to cover all owned, 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. Cyber Liability Insurance – The Contractor shall provide evidence satisfactory to the Contracting Officer of 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, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
6. 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: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

Task Order No. CW106438

Temporary Personnel - Senior Project Manager & Associate Consultant

7. Professional Liability Insurance (Errors & Omissions) – The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

8. Crime Insurance (3rd Party Indemnity) – The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
9. Sexual/Physical Abuse & Molestation – The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$1,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
10. Environmental Liability Insurance – The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$1,000,000 aggregate.
11. Employment Practices Liability – The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

Task Order No. CW106438

Temporary Personnel - Senior Project Manager & Associate Consultant

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
- E. **CONTRACTOR'S PROPERTY.** The Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATE OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Nicole Smith-McDermott
Supervisory Contract Specialist/ Contracting Officer
Office of Contracting & Procurement (OCP)
Department of Buildings (DOB)
Address: 441 4th Street, NW 3rd Floor
Washington, DC 20001
nicole.smith-mcdermott@dc.gov

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

Task Order No. CW106438**Temporary Personnel - Senior Project Manager & Associate Consultant**

certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

14. EQUAL EMPLOYMENT OPPORTUNITIES

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.

15 INCORPORATED DOCUMENTS

The Contractor shall perform under this task order pursuant to the terms of the following documents that are hereby incorporated by reference and made a part of this contract, which in the event of a conflict shall be resolved by giving precedence in the order of priority listed below:

- (1) Statement of Work (Attachment A)
- (2) Price Proposal (Attachment B)
- (3) DC Supply Contract No. CW56402

ATTACHMENT A – Statement of Work

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Licensing and Consumer Protection (“DLCP”)

Temporary Personnel – Senior Project Manager and Associate Consultant

C.1 SCOPE

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Licensing and Consumer Protection (“DLCP”), is seeking a Contractor to provide the Temporary Personnel to perform the following: 1) Review DLCP’s program processes and procedures to make recommendations to further improve operational excellence and strengthen internal controls and compliance; 2) To assist with the implementation of identified recommendations; and 3) Review, develop, or revise DLCP’s Standard Operating Procedures (SOPs).

C.2 APPLICABLE DOCUMENTS

N/A

C.3 DEFINITIONS

N/A

C.4 BACKGROUND

The Department of Licensing and Consumer Protection (DLCP) protects the economic interests of residents, businesses, and visitors in the District of Columbia by licensing and regulating businesses and investigating and enforcing the Consumer Protection Procedures Act. DLCP is responsible for regulating business activity in the District of Columbia. The agency protects consumers, issues business and professional licenses, registers corporations, inspects weighing and measuring devices used for monetary profit, and issues special events permits.

DLCP seeks opportunities to further improve the agency’s operational efficiencies, effectiveness, internal control and compliance. It is DLCP’s commitment to make our improve our processes to make it easier and faster to do business in the District of Columbia. The improvements will help the agency better meet customer demands and support the district’s economic recovery as part of Mayor Muriel Bowser’s DC Comeback Plan.

Task Order No. CW106438

Temporary Personnel - Senior Project Manager & Associate Consultant

C.5 REQUIREMENTS

C.5.1 The Contractor shall provide the resumes for resource selection within 3 days of the issuance of the task order and any selected candidates must be able to start within 5 business days.

C.5.2 The Contractor shall provide the temporary personnel contractors to report to DLCP's office, 1100 4th Street, SW, Washington, DC 20024. As determined by the site manager, the contractor may be granted two telework days on a weekly basis.

C.5.3 The Contractor shall provide Temporary Personnel during the agency's operational hours of 8:30am to 5:00pm.

C.5.4 The Contractor shall provide the following Temporary Personnel in the following labor category that will not exceed 40 hours per week:

- Senior Project Manager
- Associate Consultant

C.6 POSITION TITLE: SENIOR PROJECT MANAGE

The Senior Project Manager shall perform the following duties:

- Establish and define project scope, timeline, and plan.
- Manage project as defined in SOW prioritize tasks and assign deliverables for successful execution.
- Lead the project coordination with DLCP Executive Team, manage and ensure timely project deliverables.
- Conduct review and lead the evaluation of the efficiency and effectiveness of existing Standard Operating Procedures ("SOP") for various business programs.
- Draft and submit detailed recommendations that highlight operational processes improvements.
- Provide guidance to the Associate Consultant and DLCP's staff on process inefficiencies, improvement opportunities, best practices and recommendations.
- Lead the implementation of the identified recommendations, in conjunction with DLCP staff and Associate Consultant.
- Provide weekly updates to Senior Management detailing the progress of each project deliverable and goal.
- Perform related duties as assigned within the scope of this Statement of Work.

C.6.1 QUALIFICATION - SENIOR PROJECT MANAGE:

The Senior Project Manager shall have the following minimum skill sets and experience:

- Bachelor's Degree
- Master's Degree preferred

Task Order No. CW106438

Temporary Personnel - Senior Project Manager & Associate Consultant

- Working knowledge of the standards of internal control in the Federal Government (known as the Green Book)
- Working knowledge of the District of Columbia Municipal Regulations (DCMR) or comparable regulations in other jurisdictions
- Experience with conducting financial and operational audits
- Experience in business process re-engineering
- Strong project management knowledge and experiences
- Strong computer skills, including but not limited to, Microsoft Office; Microsoft Word Excel, Outlook Email, Google Drive, GoogleDocs, and electronic calendars, spreadsheets, forms, etc.
- Excellent analytical skills to resolve problems and make recommendations
- Strong technical writing abilities and verbal communication skills
- Extremely detail-oriented

C.7 POSITION TITLE: ASSOCIATE CONSULTANT

The Associate Consultant shall perform the following duties:

- Work with executive, management and staff of various DLCP programs to gain insights on policies, law, regulations, processes, procedures, practices and referrals to and from other agencies.
- Assemble and review existing documentation (i.e., Standard Operating Procedures), where available, to gain a comprehensive understanding of programs under DLCP.
- Attend meetings with DLCP staff to review existing business processes, and to understand current and future state of the technologies being used or will be used by the various divisions.
- Evaluate the efficiency and effectiveness of each program's processes and procedures.
- Provide recommendations on process improvements including eliminating any process inefficiencies.
- Review, develop, or revise DLCP's Standard Operating Procedures.
- Create and complete weekly progress reports.
- Assist with implementation of recommendations.
- Perform related duties as assigned within the scope of this Statement of Work.

C.7.1 QUALIFICATION - ASSOCIATE CONSULTANT

The Associate Consultant shall have the following minimum skill sets and experience:

- Bachelor's Degree
- Master's Degree preferred
- Working knowledge of the District of Columbia Municipal Regulations (DCMR) or comparable regulations in other jurisdictions
- Experience in writing SOP with government or other large organizations
- Experience in business process re-engineering

Task Order No. CW106438**Temporary Personnel - Senior Project Manager & Associate Consultant**

- Strong computer skills, including but not limited to, Microsoft Office; Microsoft Word; Excel; Outlook Email; Google Drive; GoogleDocs; and electronic calendars, spreadsheets, forms, etc.
- Excellent analytical skills to resolve problems and make recommendations.
- Strong technical writing abilities and verbal communication skills
- Extremely detail-oriented

C.8 DELIVERABLES

The Contractor shall provide weekly timesheets which must be signed by the Contract Administrator for approval.

CLIN	Deliverable	Format/Method of Delivery	Due Date
0001	Weekly Timesheet	Electronic	Due Every Monday by 12 NOON

- C.8.1** The Contractor shall submit to the District, as a deliverable, 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.

ATTACHMENT B – PRICE SCHEDULE**B.1 Base Period:** From the date of award through September 30, 2023.

Contract Line/Item No. (CLIN)	Description of the Services	Minimum Labor Hour	Hourly Labor Rate*	Maximum Estimated Labor Hours	Maximum Total Price Not to Exceed Amount
0001	Senior Project Manager	1	\$270.00	1,152	\$311,040.00
0002	Associate Consultant	1	\$160.00	1,152	\$184,320.00
Estimated Total Price for Base Period					NTE \$495,360.00

* The fixed hourly rate shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses and profit.

B.2 Option Period One (1): From October 1, 2023, through September 30, 2024

Contract Line/Item No. (CLIN)	Description of the Services	Minimum Labor Hour	Hourly Labor Rate*	Maximum Estimated Labor Hours	Maximum Total Price Not to Exceed Amount
1001	Senior Project Manager	1	\$270.00	2,080	\$561,600.00
1002	Associate Consultant	1	\$160.00	2,080	\$332,800.00
Estimated Total Price for Option Period One (1)					NTE \$894,400.00

* The fixed hourly rate shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses and profit.

B.3 Option Period Two (2): From October 1, 2024, through September 30, 2025

Contract Line/Item No. (CLIN)	Description of the Services	Minimum Labor Hour	Hourly Labor Rate*	Maximum Estimated Labor Hours	Maximum Total Price Not to Exceed Amount
2001	Senior Project Manager	1	\$270.00	2,080	\$561,600.00
2002	Associate Consultant	1	\$160.00	2,080	\$332,800.00
Estimated Total Price for Option Period Two (2)					NTE \$894,400.00

* The fixed hourly rate shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses and profit.

Task Order No. CW106438

Temporary Personnel - Senior Project Manager & Associate Consultant

- B.4** The Contractor shall include in each project estimate, all indirect costs associated and related to Line numbers per project occurrence and shall obtain prior authorization by a Proceed Order, issued by DOB Contract Administrator or designee for all additional materials, supplies and equipment. Contractor shall factor cost of materials, supplies and equipment at cost with no mark-up.
- B.5** For contracts in excess of \$250, 000.00 at least 35% of the dollar of the contract shall be subcontracted.
- B.6** A subcontracting plan form is available at <http://ocp.dc.gov> under Quick Links click on “Required Solicitation Documents”.