**GOVERNMENT OF THE DISTRICT OF COLUMBIA**
**DISTRICT DEPARTMENT OF TRANSPORTATION**
**INNOVATION AND PERFORMANCE BRANCH**
**FLEET MANAGEMENT DIVISION**

**INVITATION FOR BIDS**
**LOCALLY FUNDED PROJECT**

# Fleet Capital Asset Management Key System

| | |
|---|---|
| **IFB Solicitation Number:** | **DCKA-2026-B-0089** |
| **Bid Due Date:** | **June 8, 2026, 2:00 PM EST** |
| **Contracting Officer:** | **Benita Scott**<br>Benita.Scott@dc.gov |
| **Contract Specialist:** | **Han May Chan**<br>Han.MayChan@dc.gov |

**PLEASE NOTE:** If the bidder has any verbal or written communication regarding the scope or the detailed contents of this solicitation with the end users/customer or any DDOT staff other than the Contracting Officer (CO) and Contract Specialist (CS) during the solicitation process, then the bidder's bid will automatically be disqualified. DDOT staff, not including the CO and CS, may only provide any prospective bidder with the link to the DTAP portal to find the solicitation documents. If you have any questions regarding the scope or other details of this solicitation, please email the Contract Specialist Han May Chan and copy Contracting Officer Benita Scott by the Questions deadline provided in the solicitation.

# SOLICITATION, OFFER, AND AWARD

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| 2. Contract Number | 3. Solicitation Number | 4. Type of Solicitation | 5. Date Issued | 6. Type of Market |
|---|---|---|---|---|
| N/A | **DCKA-2026-B-0089** | ☒ Sealed Proposal (IFB)<br>☐ Sealed Proposals (RFP)<br>☐ Sole Source<br>Emergency | May 8, 2026 | ☒ Open Market<br>Set Aside<br>Open Market with Set-Aside<br>Sole Source – CBE status |

| 7. Issued By: | 8. Address Offer to: |
|---|---|
| Office of Contracting and Procurement<br>441 4th Street, N.W., Suite 330 South<br>Washington, D.C. 20001 | Submission should be made via DTAP system only. |

NOTE: In sealed proposal solicitations "offer" or "offeror" means "proposal or "contractor"

## SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received via electronic format via DTAP system until:

**2:00 P.M. EST on Thursday, June 8, 2026**

(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 | (Area Code) | B. Telephone (Number) | (Ext) | C. E-mail Address |
|---|---|---|---|---|---|
| | Han May Chan<br>Contract Specialist | | | | han.maychan@dc.gov |

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12. In conjunction with the above, the undersigned agrees, if this offer is accepted within 120 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 (Area Code) (Number) (Ext) | 15 C. Check if remittance address is different from above – Refer to section G | 17. Signature | 18. Award Date |
| | | | |

## AWARD (TO BE COMPLETED BY GOVERNMENT)

| 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 |
|---|---|---|
| **Benita Scott** | | |

# Government of the District of Columbia

## Department of Transportation

**Innovation and Performance Branch: Fleet Management Division**

# FLEET CAPITAL ASSET MANAGEMENT KEY SYSTEM

## SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

### B.1 SUMMARY

The Government of the District of Columbia (District), Office of Contracting and Procurement (OCP), on behalf of the Department of Transportation (DDOT), seeks a contractor to furnish, install, and maintain a fleet capital asset management key system that holds the keys to all equipment and vehicles for eight locations.

### B.2 TYPE OF CONTRACT

In accordance with 27 DCMR 2416, the District contemplates an award of an indefinite-delivery indefinite quantity (IDIQ) contract based on fixed unit prices and a not-to-exceed amount (ceiling) as identified in Section B.8 Price Schedule.

The Contract shall have a one-year base period and four one-year option periods. Please see Section F Period of Performance for more details.

**INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)**

A. This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

1. Delivery or performance shall be made only as authorized by task order(s) issued by the Contracting Officer. The Contractor shall furnish to the District, when and if ordered, the supplies and/or services up to a not-to-exceed maximum dollar value as specified in the task order's price schedule for each contract term. The District will, at minimum, order at least one order in an amount not-to-exceed $75.00. Please refer to **Section C.5.6 Ordering Procedures** for more details.

2. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

3. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and

obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries or perform services under this contract after the end date specified in each order.

B. Ordering Clause

Any delivery of goods and/or services to be furnished under the Contract must be ordered by issuance of task orders by the Contracting Officer. Such order(s) may be issued during the term of this contract.

1. The Contracting Officer shall issue any supplies and services to be furnished under this Contract by issuance of orders. Such order may be issued during the term of this contract.

2. All orders are subject to the terms and conditions of this Contract. In the event of a conflict between an order and this Contract, the Contract shall control.

3. Orders will be issued by electronic commerce methods.

4. **Term of Contract:** The term of the Contract shall be for a period of one year from the award date subject to the District's option to extend the term of the Contract. Please see Section F Period of Performance for more details.

## B.3 RESERVED

## B.4 SUBCONTRACTING PLAN "AS APPLICABLE"

B.4.1 A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan that is 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.4.2 For contracts greater than $250,000 per year, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section I.12. A Subcontracting Plan form is available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents." Please also refer to sections I.12 and J.8.

B.4.3 A CBE/SBE offeror that intends to self-perform 100% of the work must submit a subcontracting plan form with its bid or proposal in which the offeror attests to its intent to self-perform all work. A bid or proposal that does not include a subcontracting plan form shall be deemed nonresponsive and rejected.

## B.5 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.

B.5.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs

incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

(1) As calculated using a de minimis rate of 10% of all direct costs under this contract;

(2) By negotiating a new percentage indirect cost rate with the awarding agency;

(3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.5.2; or

(4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

B.5.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

*Please note: B.5.2 is not applicable. This project is locally funded.

B.5.3 The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

**B.6 PLEASE REFER TO B.4.2 SUBCONTRACTING REQUIREMENTS FOR CONTRACTS GREATER THAN $250,000 PER YEAR "AS APPLICABLE."**

**B.7 RESERVED**

TO BE CONTINUED

## B.8 PRICE SCHEDULE

The contractor shall provide all labor, equipment, material, and incidentals necessary to furnish, install, and maintain a fleet capital asset management key system that holds the keys to all equipment and vehicles for eight locations. The contractor shall meet the requirements as defined in Section C Statement of Work and in accordance with the terms and conditions of this contract.

The price schedule below includes the contract line-item pricing relevant to the provision of goods and services for this project. The line-item pricing is inclusive of all costs including but not limited to all labor, material, supplies, equipment, warranty, freight/shipping/delivery, general and administrative expenses, employee training, fringe benefits, insurance, profit, all other overhead costs, and all incidental costs.

Please see **Section C.5.6 Ordering Procedures** for more details.

a. **DDOT anticipates that most of the goods and services will be requested during the base year. If options are exercised, then DDOT anticipates that software licensing renewal and maintenance services will be requested. For the option years, DDOT may order goods but there is no guarantee.**

b. The quantities in the price schedule are estimates only. The actual required quantities are unknown.

c. The actual required quantities may change over the course of each contract term. Some CLIN quantities may underrun while others may be exceeded. As long as the total not-to-exceed (NTE) price is not exceeded for each contract term, and the scope of work and deliverables remain unchanged, then a modification is not required.

d. The Contractor, Contract Administrator (CA), and Contract Specialist (CS) shall keep track of the exact total quantities ordered and ensure that the total not-to-exceed (NTE) price is not exceeded for each contract term.

e. Maximum means not-to-exceed (NTE). The total contract value may not exceed the maximum or the not-to-exceed (NTE) value for each contract term unless the Contracting Officer made changes via an executed modification.

f. If the total not-to-exceed (NTE) price may be exceeded or if there may be changes to the scope of work and/or deliverables, the Contractor shall inform the Contracting Officer immediately. For these situations, the Contractor shall not commence work until a modification is executed.

Please see price schedule below from pages 5 to 10.

### B.8.1 Base Year

| No. | Description | Unit of Measure (UOM) | Quantity | Unit Price | Maximum Total Cost (Unit price x Quantity) |
|---|---|---|---|---|---|
| 0001 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 01 - 1735 15th ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 135 | | |
| 0002 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 02 - 250 M ST SE<br>(C.5.1 and C.5.2) | Per Key Slot | 177 | | |
| 0003 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 03 - 1403 W ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 93 | | |
| 0004 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 04 - 1338 G ST SE<br>(C.5.1 and C.5.2) | Per Key Slot | 27 | | |
| 0005 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 05 - 414 Farragut ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 93 | | |
| 0006 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 06 - 60 Florida Ave NW<br>(C.5.1 and C.5.2) | Per Key Slot | 27 | | |
| 0007 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 07 - 2860 South Capitol ST SW<br>(C.5.1 and C.5.2) | Per Key Slot | 27 | | |
| 0008 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for | Per Key Slot | 9 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Location 08 - 350 McMillan Drive NW<br>(C.5.1 and C.5.2) | | | | |
| 0009 | Software Licensing (C.5.3) | Per Year | 1 | | |
| 0010 | Installation Services (C.5.4) | Per Hour | 90 | | |
| 0011 | Maintenance Services (C.5.5) | Per Hour | 20 | | |
| **Not-to-Exceed (NTE) Total for Base Year** | | | | | |

### B.8.2 Option Year 1

| No. | Description | Unit of Measure (UOM) | Quantity | Unit Price | Maximum Total Cost (Unit price x Quantity) |
|---|---|---|---|---|---|
| 1001 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 01 - 1735 15th ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 1002 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 02 - 250 M ST SE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 1003 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 03 - 1403 W ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 1004 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 04 - 1338 G ST SE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 1005 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 05 - 414 Farragut ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 1006 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 06 - 60 Florida Ave NW<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 1007 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 07 - 2860 South Capitol ST SW<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 1008 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for | Per Key Slot | 1 | | |

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|---|---|---|---|---|---|
| | Location 08 - 350 McMillan Drive NW<br>(C.5.1 and C.5.2) | | | | |
| 1009 | Software Licensing (C.5.3) | Per Year | 1 | | |
| 1010 | Installation Services (C.5.4) | Per Hour | 1 | | |
| 1011 | Maintenance Services (C.5.5) | Per Hour | 20 | | |
| **Not-to-Exceed (NTE) Total for Option Year 1** | | | | | |

### B.8.3 Option Year 2

| No. | Description | Unit of Measure (UOM) | Quantity | Unit Price | Maximum Total Cost (Unit price x Quantity) |
|---|---|---|---|---|---|
| 2001 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 01 - 1735 15th ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 2002 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 02 - 250 M ST SE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 2003 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 03 - 1403 W ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 2004 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 04 - 1338 G ST SE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 2005 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 05 - 414 Farragut ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 2006 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 06 - 60 Florida Ave NW<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 2007 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 07 - 2860 South Capitol ST SW<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 2008 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for | Per Key Slot | 1 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Location 08 - 350 McMillan Drive NW<br>(C.5.1 and C.5.2) | | | | |
| 2009 | Software Licensing (C.5.3) | Per Year | 1 | | |
| 2010 | Installation Services (C.5.4) | Per Hour | 1 | | |
| 2011 | Maintenance Services (C.5.5) | Per Hour | 20 | | |
| **Not-to-Exceed (NTE) Total for Option Year 2** | | | | | |

### B.8.4 Option Year 3

| No. | Description | Unit of Measure (UOM) | Quantity | Unit Price | Maximum Total Cost (Unit price x Quantity) |
|---|---|---|---|---|---|
| 3001 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 01 - 1735 15th ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 3002 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 02 - 250 M ST SE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 3003 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 03 - 1403 W ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 3004 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 04 - 1338 G ST SE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 3005 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 05 - 414 Farragut ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 3006 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 06 - 60 Florida Ave NW<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 3007 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 07 - 2860 South Capitol ST SW<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 3008 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for | Per Key Slot | 1 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Location 08 - 350 McMillan Drive NW<br>(C.5.1 and C.5.2) | | | | |
| 3009 | Software Licensing (C.5.3) | Per Year | 1 | | |
| 3010 | Installation Services (C.5.4) | Per Hour | 1 | | |
| 3011 | Maintenance Services (C.5.5) | Per Hour | 20 | | |
| **Not-to-Exceed (NTE) Total for Option Year 3** | | | | | |

### B.8.5 Option Year 4

| No. | Description | Unit of Measure (UOM) | Quantity | Unit Price | Maximum Total Cost (Unit price x Quantity) |
|---|---|---|---|---|---|
| 4001 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 01 - 1735 15th ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 4002 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 02 - 250 M ST SE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 4003 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 03 - 1403 W ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 4004 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 04 - 1338 G ST SE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 4005 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 05 - 414 Farragut ST NE<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 4006 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 06 - 60 Florida Ave NW<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 4007 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 07 - 2860 South Capitol ST SW<br>(C.5.1 and C.5.2) | Per Key Slot | 1 | | |
| 4008 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for | Per Key Slot | 1 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Location 08 - 350 McMillan Drive NW<br>(C.5.1 and C.5.2) | | | | |
| 4009 | Software Licensing (C.5.3) | Per Year | 1 | | |
| 4010 | Installation Services (C.5.4) | Per Hour | 1 | | |
| 4011 | Maintenance Services (C.5.5) | Per Hour | 20 | | |
| **Not-to-Exceed (NTE) Total for Option Year 4** | | | | | |

### B.8.6 SUMMARY OF PRICE SCHEDULE

| CONTRACT TERM | TOTAL |
|---|---|
| Base Year (B.8.1) | |
| Option Year 1 (B.8.2) | |
| Option Year 2 (B.8.3) | |
| Option Year 3 (B.8.4) | |
| Option Year 4 (B.8.5) | |
| **Not-to-Exceed (NTE) Total Price for Five Years** | |

**Offeror/Company** **Date**

**Name of Company Representative** **Signature of Company Representative**

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE OF WORK

The Government of the District of Columbia (District), Office of Contracting and Procurement (OCP), on behalf of the Department of Transportation (DDOT), seeks a Contractor to furnish, install, and maintain a fleet capital asset management key system that holds the keys to all equipment and vehicles for eight locations.

### C.2 APPLICABLE DOCUMENTS

Not Applicable.

### C.3 DEFINITIONS "AS APPLICABLE"

These terms when used in this solicitation have the following meanings:

1. Contract – The entire, integrated agreement between the District and the Contractor for the Project. The Contract is made of the Contract Documents, and supersedes prior negotiations, representations, or agreements.

2. Contract Documents – The Contract documents consist of the Solicitation sections A-K (the "Contract Form"), addenda issued prior to execution of the Contract, the price schedule, performance and payment bonds, specifications, contract drawings, and other documents listed in the Contract Form, and modifications issued after execution of the Contract.

3. Final Acceptance – The occurrence of all the events, inspection, and satisfaction of all the conditions with respect to the Work for completion of all aspects of the Contract as set forth in Standard Specifications Section 108.09.

4. Plant – All physical resources, facilities, machinery, equipment, staging, forms, tools, work, and storage space other than provided by the Contract, together with subsidiary essentials and necessary maintenance for proper construction and acceptable completion of the Project.

5. Project – The title of the Contract, and the entire Work to be completed under the Contract.

6. Work – The furnishing of all labor, materials, equipment, and incidentals necessary or convenient to the successful completion of the Project and the carrying out of the duties and obligations imposed by the contract.

7. Contract Administrator (CA) – The DDOT representative and CA-designees who have the authority to review and approve all deliverables submitted for this project. The CA oversees the entire performance of this project. Refer to Section G.2 for more details.

8. Contract Specialist (CS) – The OCP representative who supports the Contracting Officer (CO) in the cradle-to-grave management of contracts. The CS ensures legal compliance and acts as liaison between internal departments and external partners. The CS does not have legal authority to execute, modify, and terminate contracts on behalf of the government. Please refer to G.1 on the legal authority of the CO.

## C.4 BACKGROUND

DDOT currently maintains keys for its vehicles and equipment across eight operational sites throughout the District of Columbia. These keys are essential to daily field operations and are used by staff across multiple programs to access agency assets as needed.

At present, DDOT's key management process relies on traditional physical-key storage at each location. When a key access system becomes unavailable, DDOT must revert to manual processes such as hand-outs and paper sign-in sheets. This manual approach is labor-intensive, slows operational workflows, and makes it difficult to accurately track who accessed vehicles, when keys were taken or returned, and which assets are currently in use. The lack of real-time visibility also impacts DDOT's ability to investigate incidents, manage tickets, and forecast resource needs.

Given the age and condition of the current systems used at various sites, several locations are experiencing inconsistent or unreliable access to keys. DDOT requires a modernized solution that restores operational efficiency, provides reliable access for staff, improves asset accountability, and reduces the operational risks associated with system downtime. The immediate goal is to reestablish secure, trackable, and consistent key availability at all DDOT locations and ensure that key management processes support current operational needs.

## C.5 REQUIREMENTS

### C.5.1 Requirements for the Fleet Capital Asset Management Key System (CLINs 001 through 008)

The Contractor shall provide all labor, equipment, materials, and incidentals to furnish, install, and maintain a fleet capital asset management key system that holds the keys to all equipment and vehicles for eight operating site locations. The key system shall meet all the requirements below:

C.5.1.1 The system shall utilize doorless cabinets to ensure faster access, reduced mechanical failures, and improved durability.

C.5.1.2 The system shall support fob-less keys, eliminating the need for physical fobs or tags and reducing the risk of loss or damage.

C.5.1.3 The system shall provide mobile-based access, allowing authorized personnel to make changes quickly, receive text alerts, and use multiple sign-in options through a mobile platform.

C.5.1.4 The system shall allow keys to be dropped at multiple approved locations, improving flexibility and operational efficiency across DDOT sites.

C.5.1.5 The system shall include extensive permission options for managers, staff, and users through the mobile interface.

C.5.1.6 The system shall include group, manager, and user-level permission settings, enabling tiered access control.

C.5.1.7 The system shall support modular and expandable hardware, ranging from 9 to 48 key spaces, to allow scalable deployment.

C.5.1.8 The system shall offer cloud-based access control via API, enabling integration with DDOT systems and secure remote management.

C.5.1.9 The system shall track every key transaction, including checkout, return, user identity, and timestamp.

C.5.1.10 The system hardware shall include a minimum 7-inch touchscreen for improved usability and system interaction.

C.5.1.11 The system shall be compatible with Google and Apple mobile platforms, enabling cross-device accessibility.

C.5.1.12 The system shall support daisy-chaining up to 10 expansion units, allowing multiple cabinets to be linked and centrally managed.

C.5.1.13 The system shall support over-the-air (OTA) updates, ensuring that software remains current without requiring onsite service.

C.5.1.14 The system shall include an optical motion sensor for enhanced monitoring and security around the cabinet.

C.5.1.15 The system shall support programmable alerts, including notifications for overdue keys, unauthorized access attempts, and system faults.

C.5.1.16 The system shall support instant key swaps, enabling rapid reassignment or exchange of keys.

C.5.1.17 The system shall provide offline access and backup capabilities, allowing key operations to continue during network outages.

C.5.1.18 The system shall include maximum key limits and controls to prevent over-allocation and ensure compliance with DDOT access policies.

C.5.1.19 The system shall be named and approved by DDOT, as well as being a proven key system currently on the open marketplace with a track record of success with fleet organizations and still in current operation.

C.5.1.20 The key system shall be used at eight locations. DDOT does not permit different systems to be used at different operating sites. The eight locations are as follows:

Location 01 – 1735 15th ST NE
Location 02 – 250 M ST SE
Location 03 – 1403 W ST NE
Location 04 – 1338 G ST SE
Location 05 – 414 Farragut ST NE
Location 06 – 60 Florida Ave NW
Location 07 – 2860 South Capitol ST SW
Location 08 – 350 McMillan Drive NW

## C.5.2 Brand Name

DDOT does not have any requirements for using a specific brand for the fleet capital asset management key system to be provided for this project.

**The prospective bidder shall provide along with its bid a full description of the key system that they will furnish for this project including but not limited to the following information:**

(1) brand name;
(2) product number or code;
(3) full product name;
(4) manufacturer and supplier name (if applicable);
(5) warranty information (if applicable);
(6) authorized reseller agreement or certification (if applicable);
(7) how the product will meet all requirements listed in **Section C.5.1**;
(8) all features, photos, illustrations, and diagrams; and
(9) any other information relevant to the products required for this project.

**If the bidder fails to provide, along with its bid, the above items (1) to (9), then the bid shall be deemed "not technically acceptable" and "non-responsive," the bidder may be disqualified from further consideration at the discretion of the Contracting Officer.** Please refer to **Sections L.16.1 through L.16.3** for more details.

**We highly recommend bidders to fill out J.10 Product Information Form and submit this form along with its bid by the closing date. This form serves as a guide to help bidders provide all the required information requested (1) to (9). Filling out this form**

**is optional. However, the bidder must provide the required information (1) to (9) along with its bid by the closing date.**

If any of the above items (1) to (9) are "not applicable," the bidder shall provide an explanation why it is not applicable along with its bid. For item (6), please refer to **Section H.26 Purchases of IT Hardware and Equipment** for more details.

### C.5.3 Software Licensing (CLIN 009)

The Contractor shall provide software licensing for the fleet capital asset management key system. Software licensing is inclusive of all installation software and related connections at the time of installation as well as software renewals and all related updates to maintain the key system in proper operations. Software licensing shall cover the entire year for each contract term.

The Contractor shall respond to the CA's request within 24 hours in writing via email. The Contractor shall not provide the deliverable without the CA's approval in writing via email. Software licensing shall be provided within 21 calendar days of the CA's request in writing via email.

### C.5.4 Installation Services (CLIN 010)

The Contractor shall provide all labor, equipment, materials, and incidentals for the provision of installation services for the fleet capital asset management key system. Installation services are inclusive of all services related to the installation of the key system to include key system boxes, labor, wall mounting, daisy chain cabling, power connection, network configuration, all key tagging materials, enrollment, cleanup, tools and all materials. Moreover, installation services are also inclusive of the following set up tasks such as account creation, eight site configuration, key box device linking, user role/permissions configuration, API integration for DDOT system integration webhook configuration, video recording setup eight sites, connectively for online and offline testing, on-site training for administrators and end users for all eight sites, custom user guides, instructional signage and handoff documentation.

The Contractor shall respond to the CA's request for installation services within 24 hours to schedule the appointment in writing via email. The Contractor shall not commence work without the CA's approval in writing via email. Installation services shall be provided within 21 calendar days of the CA's request in writing via email.

### C.5.5 Maintenance Services (CLIN 011)

The Contractor shall provide all labor, equipment, materials, and incidentals for the provision of maintenance services for the fleet capital asset management key system. Maintenance services are inclusive of repairing broken, damaged or nonfunctioning parts of the key system after installation. **Maintenance services are not limited to warranty-covered services only but also cover repair services for any part of the key system that**

**is not functioning, is damaged, is broken or becomes missing, so that the system remains fully operational and functions properly.**

The Contractor shall respond to the CA's request for maintenance services within 24 hours to provide a resolution plan and to schedule the appointment in writing. The Contractor shall not commence work without the CA's approval in writing via email. Maintenance services shall be provided within 72 hours of the CA's request in writing via email.

### C.5.6 Ordering Procedures

DDOT will order the goods and/or services using the ordering procedure described below:

C.5.6.1 A **"task order"** is a specific, legally binding contract document issued under an existing, broader "Indefinite-Delivery, Indefinite-Quantity" (IDIQ) contract to procure specific goods and/or services. Each task order has a price schedule with a list of contract line-item numbers (CLINs), item descriptions, fixed unit prices, and a not-to-exceed total amount for each contract term. Please see **Section B.2 Type of Contract** for more details.

C.5.6.2 At contract award, Task Order 001 is also awarded for the Base Year. If an option period is exercised, then one task order will be awarded per option period. For example, if Option Year 1 is exercised, then Task Order 002 will be awarded in Option Year 1. If Option Year 2 is exercised, then Task Order 003 will be awarded in Option Year 2.

C.5.6.3 When a need arises, DDOT will place an **"order"** against the task order that is awarded in each contract term. The CA will provide a list of CLIN numbers, their item descriptions, and their quantities per order and request a price document in writing via email.

C.5.6.4 **The Contractor shall respond in writing via email whether they could meet the order request, submit a price document, and provide the estimated delivery time (EDT) for delivery.** The price document shall apply the same unit prices as in the task order that is awarded for each contract term. The Contractor shall also keep track of the total quantities per line-item per contract term as well as ensure the not-to-exceed total value is not exceeded for that contract term.

C.5.6.5 The CA will review the price document to ensure that the unit prices match the unit prices of the task order awarded for each contract term and ensure that the not-to-exceed total value is not exceeded for that contract term. If the price document is acceptable, the CA will approve the price document and delivery date in writing via email to the Contractor and the CO. The Contractor shall not ship or deliver any goods, supplies, or materials without the CA's approval in writing via email.

C.5.6.6 The quantities specified in the task order's price schedule are estimates only. The exact required quantities are unknown.

C.5.6.7 Some CLIN quantities may underrun while others may be exceeded. As long as the total not-to-exceed (NTE) price is not exceeded for each contract term, and the scope of work and deliverables remain unchanged, then a modification is not required.

C.5.6.8 The Contractor, CA, and CS shall keep track of the exact total quantities ordered and ensure that the total not-to-exceed (NTE) price is not exceeded for each contract term.

C.5.6.9 If the total not-to-exceed (NTE) price may be exceeded or if there may be changes to the scope of work and/or deliverables, the Contractor shall inform the Contracting Officer immediately. For these situations, the Contractor shall not commence work until a modification is executed.

### C.5.7 Shipping and Delivery

This section refers to orders, not task orders. Please refer to C.5.6 Ordering Procedures regarding the difference between a task order and an order.

C.5.7.1 The Contractor shall ship all orders to this address, unless instructed otherwise by the CA or CA-designee. The CA's contact information will be provided at award.

DDOT Warehouse
1735 15th Street, NE
Washington, DC 20002

C.5.7.2 The Contractor shall deliver all orders within 21 calendar days from the date in which the CA approve the order in writing via email. If the Contractor cannot deliver within this timeframe, the Contractor shall inform the CA immediately in writing via email. The Contractor shall explain the reason for the delay and provide the EDT for delivery. The Contractor shall not ship orders or commence work without the CA's approval in writing via email.

C.5.7.3 The Contractor shall coordinate with the CA for all shipping and delivery schedules, work schedules, and/or related issues.

### C.5.8 Acceptance, Inspection, and Receipt

This section refers to orders, not task orders. Please refer to C.5.6 Ordering Procedures regarding the difference between a task order and an order.

C.5.8.1 When DDOT receives an order's delivery, the CA and/or CA designee will first confirm acceptance in writing via email. DDOT will verify the quantities and inspect the quality of the goods delivered. DDOT will confirm receipt after all

inspections and verifications are complete in writing via email. **Please refer to J.1 Standard Contract Provisions Section 5 Inspection of Supplies.**

C.5.8.2 DDOT will only accept the goods arriving in new and good condition. DDOT will not accept any goods that have a manufacturing defect or are damaged during transit.

## C.6 DELIVERABLES

The Contractor shall always confirm with the CA and/or CA-designee in writing via email before shipping any orders or commencing any work. The Contractor shall not provide any deliverables without the CA's approval in writing via email.

| CLIN No. | Deliverable | Time Frame / Deadline | Method of Delivery | To Whom/ Location |
|---|---|---|---|---|
| 001 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 01 - 1735 15th ST NE<br>(C.5.1 and C.5.2) | Within 21 calendar days of CA's order request<br>(Refer to C.5.6) | Delivery or bring with technician | Refer to C.5.7 and C.5.8. |
| 002 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 02 - 250 M ST SE<br>(C.5.1 and C.5.2) | Within 21 calendar days of CA's order request<br>(Refer to C.5.6) | Delivery or bring with technician | Refer to C.5.7 and C.5.8. |
| 003 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 03 - 1403 W ST NE<br>(C.5.1 and C.5.2) | Within 21 calendar days of CA's order request<br>(Refer to C.5.6) | Delivery or bring with technician | Refer to C.5.7 and C.5.8. |
| 004 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 04 - 1338 G ST SE<br>(C.5.1 and C.5.2) | Within 21 calendar days of CA's order request<br>(Refer to C.5.6) | Delivery or bring with technician | Refer to C.5.7 and C.5.8. |
| 005 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 05 - 414 Farragut ST NE<br>(C.5.1 and C.5.2) | Within 21 calendar days of CA's order request<br>(Refer to C.5.6) | Delivery or bring with technician | Refer to C.5.7 and C.5.8. |
| 006 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 06 - 60 Florida Ave NW<br>(C.5.1 and C.5.2) | Within 21 calendar days of CA's order request<br>(Refer to C.5.6) | Delivery or bring with technician | Refer to C.5.7 and C.5.8. |

| | | | | |
|---|---|---|---|---|
| 007 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 07 - 2860 South Capitol ST SW<br>(C.5.1 and C.5.2) | Within 21 calendar days of CA's order request<br>(Refer to C.5.6) | Delivery or bring with technician | Refer to C.5.7 and C.5.8. |
| 008 | Hardware and Equipment:<br>Key box(s) for the quantity of key slots for<br>Location 08 - 350 McMillan Drive NW<br>(C.5.1 and C.5.2) | Within 21 calendar days of CA's order request<br>(Refer to C.5.6) | Delivery or bring with technician | Refer to C.5.7 and C.5.8. |
| 009 | Software Licensing<br>(Refer to C.5.3) | Within 21 calendar days of CA's request<br>(Refer to C.5.6) | Virtual and Fieldwork | Refer to C.5.3. |
| 010 | Installation Services<br>(Refer to C.5.4) | Within 21 calendar days of CA's request<br>(Refer to C.5.6) | Fieldwork | Refer to C.5.4. |
| 011 | Maintenance Services<br>(Refer to C.5.5) | Within 72 hours from CA's request<br>(Refer to C.5.6) | Fieldwork | Refer to C.5.5. |

## SECTION D: PACKAGING AND MARKING "AS APPLICABLE"

**D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

## SECTION E: INSPECTION AND ACCEPTANCE

**E.1** The inspection and acceptance requirements for this contract shall be governed by clause number [five (5) Inspection of Supplies] AND/OR [clause number six (6), Inspection of Services] of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

**E.2** Please refer to Section C.5.8 Acceptance, Inspection, and Receipt for more details.

## SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from the date of award specified on the cover page of the Contract.

### F.2 Option to Extend the Term of the Contract

a) After completion of the base period, the District may extend the terms of this contract for four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract period; 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 an option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) days preliminary notice by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

c) The price for the option period(s) shall be specified in B.8 Price Schedule of the contract.

d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### F.3 DELIVERABLES

F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable specified in Sections C.6 and G.4 to the Contract Administrator (CA). The CA contact information will be provided in Section G.2 at award.

F.3.2 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, the Contractor shall submit to the CA, as a deliverable, the compliance report, or a waiver of compliance with its final request for payment. Please refer to Sections G.5, H.6, H.7, and I.1 for more details, if applicable.

## SECTION G: CONTRACT ADMINISTRATION

### G.1 CONTRACTING OFFICER (CO)

G.1.1 Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Benita Scott
Deputy Chief Contracting Officer
Office of Contracting and Procurement (OCP)
District Department of Transportation (DDOT)
250 M Street, SE
Washington, DC 20003
Benita.Scott@dc.gov

G.1.2 The CO is the only person authorized to approve changes in any of the requirements of the contract.

G.1.3 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.1.4 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.2 CONTRACT ADMINSTRATOR (CA)

G.2.1 The contact information for the CA and/or CA-designee shall be provided at award.

G.2.2 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:

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;

2. Coordinating site entry for Contractor personnel, if applicable;

3. Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

4. 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

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

G.2.3 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.2.4 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.

## G.3 INVOICE PAYMENT

**G.3.1** 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.3.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

## G.4 INVOICE SUBMITTAL

G.4.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov

G.4.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.

G.4.3 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.

## G.5 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT "AS APPLICABLE"

**G.5.1** 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 sections F.3.2, H.6, H.7, and I.1.

**G.5.2** 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.6 PAYMENT

### G.6.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods accepted by the District if:

a) The amount due on the deliveries warrants it; or

b) The Contractor requests it and the amount due on the deliveries is at least $75.00 or 50 percent of the total contract price.

### G.6.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

a) The CO determines that the amount due on the deliveries warrants it; or

b) The Contractor requests it and the amount due on the deliveries is at least $75.00 or 50 percent of the total contract price.

### G.6.3 PARTIAL PAYMENTS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

a) The amount due on the deliveries warrants it; or

b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

Payment shall be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B.

c) Presentation of a properly executed invoice.

## G.7 ASSIGNMENT OF CONTRACT PAYMENTS "AS APPLICABLE"

**G.7.1** 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.7.2** Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

**G.7.3** 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.8 THE QUICK PAYMENT ACT

### G.8.1 Interest Penalties to Contractors

**G.8.1.1** 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.8.1.1.1** The date on which payment is due under the terms of the contract;

**G.8.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.8.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

**G.8.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

**G.8.1.2** 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.8.1.2.1** 3rd day after the required payment date for meat or a meat food product;

**G.8.1.2.2** 5th day after the required payment date for an agricultural commodity; or

**G.8.1.2.3** 15th day after any other required payment date.

**G.8.1.3** 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.8.2 Payments to Subcontractors**

**G.8.2.1** 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.8.2.1.1** 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.8.2.1.2** 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.8.2.2** 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.8.2.2.1** 3rd day after the required payment date for meat or a meat product;

**G.8.2.2.2** 5th day after the required payment date for an agricultural commodity; or

**G.8.2.2.3** 15th day after any other required payment date.

**G.8.2.3** 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.8.2.4** 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 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.8.3 Subcontract requirements. <u>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).</u>**

## SECTION H: SPECIAL CONTRACT REQUIREMENTS

### H.1 SPECIAL PROVISION RELATED TO CITY ADMINISTRATOR'S ORDER 2022-3 "AS APPLICABLE"

Contractors who provide goods or perform services in person in District of Columbia facilities or worksites ("On-site Contractors") shall ensure that each of their employees, agents, subcontractors, and supervised volunteers comply with City Administrator's Order 2022-3, Mask Requirements Inside Certain District Government Buildings and Offices, dated April 14, 2022, and all substantially similar mask requirements including any modifications to the Order, unless and until they are rescinded.

### H.2 DISTRICT RESPONSIBILITIES

The District Responsibilities with regards to the Contract Administrator (CA) and/or CA-designee responsibilities are outlined in Section C Statement of Work. The District Responsibilities with regards to invoice payments are outlined in G.3 Invoice Payment and G.8 The Quick Payments Act.

### H.3 CONTRACTOR RESPONSIBILITIES

The Contractor Responsibilities are outlined in Sections C Statement of Work, F.3 Deliverables, and G.4 Invoice Submittals, and the other sections of the resulting Contract.

### H.4 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

The Contractor may allow the use of this contract to members comprising the Metropolitan Washington Council of Governments Purchasing Officer's Committee by complying with the terms of the MAPT Cooperative Rider Clause, at https://ocp.dc.gov/ ***under Quick Links/Required Solicitation Documents.***

### H.5 STATE AND MUNICIPAL AGENCY RIDER CLAUSE

A. If authorized by the Contractor, the contract may be extended to any public corporation or public agency of any state, county, city, town, or municipality within the United States or its territories ("Participating Agency") to purchase at contract prices in accordance with contract terms and will agree to the extension by completing the Council of Governments Rider Clause in H.4.

B. Any Participating Agency utilizing this contract will place its own order(s) with the Contractor. There shall be no obligation on the part of any Participating Agency to utilize the contract.

C. It is the Contractor's responsibility to notify any Participating Agency of the availability of the contract.

D. Each Participating Agency has the option of executing a separate contract with the Contractor. Contracts entered into with a state or municipal agency may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a Participating Agency are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that Participating Agency.

E. The District shall not be held liable for any costs or damages incurred by a Participating Agency as a result of any award extended to that Participating Agency by the Contractor.

**H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT "AS APPLICABLE"**

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.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

**REPLACEMENT LANGUAGE:**

**H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT "AS APPLICABLE"**

H.6.1 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.6.2 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.6.3 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.6.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.6.5 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.6.6 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.6.7 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.6.8 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.6.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in I.16 Disputes.

H.6.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

## H.7 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES "AS APPLICABLE"

H.7.1 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.7.1.1 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.7.2 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.8 PUBLICITY

H.8.1 The Consultant shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or sub-consultants, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

## H.9 FREEDOM OF INFORMATION ACT

H.9.1 The District of Columbia Freedom of Information Act ("FOIA"), District of Columbia Code ("DC Code") Sections 2-531 through 2-539, provides that any person has the right to request access to records. All public bodies of the District government are required to disclose public records, except for those records, or portions of records, that are protected from disclosure by the exemptions found at DC Code § 2-534. Subject to the exceptions specified herein, and in the FOIA, all written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to DDOT during the procurement process, whether included in response to this solicitation, or otherwise submitted, become the property of the District of Columbia upon delivery to DDOT, and will not be returned to the submitting parties. Proposers should familiarize themselves with the provisions of the FOIA requiring disclosure of public information and exceptions thereto. In no event shall the District of Columbia, DDOT, or any of their agents, representatives, consultants, directors, officers, or employees be liable to an Offeror or Offeror team member for the disclosure of any materials or information submitted in response to this solicitation.

## H.10 CONFIDENTIALITY OF INFORMATION

H.10.1. 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.

## H.11 EQUAL EMPLOYMENT OPPORTUNITY

H.11.1 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.5. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## H.12 RESERVED

## H.13 GOVERNING LAW

H.13.1 Any disputes arising out of or related to this Contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**H.14 RESERVED**

**H.15 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

H.15.1 During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

**H.16 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

H.16.1 During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

**H.17 SITE RESPONSIBILITY**

H.17.1 The District will provide Contractor with access to the Site and all available Site information deemed necessary by Contractor. The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Contractor. The District agrees that each such other party will be solely responsible for its working conditions and safety on the Site. The Contractor's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Contractor is not responsible for safety or security at the Site, other than for Contractor's employees, and that Contractor does not have the right or duty to stop the work of others.

**H.18 RESERVED**

**H.19 RESERVED**

**H.20 WAY TO WORK AMENDMENT ACT OF 2006**

A. Except as described in section (h) of this clause, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, D.C. Law 16-118, D.C. Official Code §2-220.01 et seq. ("Living Wage Act of 2006"), for contracts in the amount of $100,000 or more in a 12-month period.

B. The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

C. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

D. The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

E. The Contractor shall provide a copy of the Fact Sheet attached to the contract to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached to the contract in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

F. The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date **and shall include this requirement in its subcontracts for $15,000 or more under the contract.**

G. The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

H. The requirements of the Living Wage Act of 2006 do not apply to:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law;

2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

6. An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code§ 44-501); and

10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

I. The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## H.21 AUDITS AND RECORDS

H.21.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.21.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

H.21.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

a) The bid/proposal for the contract, subcontract, or modification;

b) The discussions conducted on the bid/proposal(s), including those related to negotiating;
c) Pricing of the contract, subcontract, or modification; or
d) Performance of the contract, subcontract or modification.

H.21.4 Comptroller General

H.21.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.21.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.21.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
b) the data reported.

H.21.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.21.1 through H.21.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until thee (3) years after any resulting final termination settlement; and
b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.21.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.21.7, in all subcontracts under this contract that exceed the small purchase threshold of $100,000, and:

a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these;
b) For which cost or pricing data are required; or
c) That requires the subcontractor to furnish reports as discussed in H.21.5 of this clause.

## H.22 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following H.22, Non-Discrimination Clause, in its place:

**REPLACEMENT LANGUAGE:**

## H.22 Non-Discrimination Clause

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.)* ("Act", as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

(a) Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

(2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

(a) employment, upgrading or transfer;
(b) recruitment, or recruitment advertising;

(c) demotion, layoff or termination;
(d) rates of pay, or other forms of compensation; and
(e) selection for training and apprenticeship.

(3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).

(5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

(7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

(8) The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.

(9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

## H.23 PREGNANT WORKERS FAIRNESS

**H.23.1** 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.23.2** 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.23.3** 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.23.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.23.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

## H.24 UNEMPLOYED ANTI-DISCRIMINATION

**H.24.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.

**H.24.2** 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.24.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

## H.25 FAIR CRIMINAL RECORD SCREENING

**H.25.1** 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) (the "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.25.2** 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.25.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.25.4** 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.25.5** 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.25.6** 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.26 PURCHASES OF IT HARDWARE AND EQUIPMENT

Unless otherwise specified in the Statement of Work, the Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses. The Contractor warrants and represents that the equipment is eligible for the manufacturer's normal and extended warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted. The bidder shall provide evidence of its authorized reseller agreement or certification with its bid.

## SECTION I: CONTRACT CLAUSES

### I.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES "AS APPLICABLE"

For contracts for services in the amount of $300,000 or more, the Contractor shall comply with the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, D.C. Code § 2-219.01 et seq. ("First Source Act") and Contractor's First Source Employment Agreement.

If a contractor has one or more contracts to provide construction, renovation work, or information technology work to the District valued at $500,000 or more during a 12-month period, the contractor is required to register an apprenticeship program with the DC Apprenticeship Council through the DOES Office of Apprenticeship. The prime contractor shall include this provision its subcontracts under those contracts.

Contractors with a contract valued at more than $1 million are required to register an apprenticeship program with the DC Apprenticeship Council through the DOES Office of Apprenticeship.

### I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 36, Last revised on 3/30/2026, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §§ 6701 - 6707, 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 23 of the SCP, Service Contract Labor Standards. 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 period and the Contractor may be entitled to an equitable adjustment.

### I.3 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents." It is incorporated herein as Section J.1.

### I.4 CONTRACTS THAT CROSS FISCAL YEARS

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

## I.5 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.6 TIME

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

## I.7 RIGHTS IN DATA "AS APPLICABLE"

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following I.7 Rights in Data) in its place:

**REPLACEMENT LANGUAGE:**

## I.7 Rights in Data

I.7.1 Definitions

I.7.1.1 "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.

I.7.1.2 "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.

I.7.1.3 “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.

I.7.2 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. Data includes technical data and computer software. Data does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.7.3 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. Technical data may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The technical data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.7.4 “Computer Software”, as used herein means computer programs and computer databases.

I.7.5 “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.7.6 "Computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.7.7 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees

not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.7.8 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.7.8.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.7.8.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.7.8.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.7.9 The restricted rights set forth in section I.7.7 are of no effect unless the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in
Contract No._____
With _____; and

I.7.9.1 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.7.9.2 In addition to the rights granted in Section I.7.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.7.6 above, under any copyright owned by the

Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.7.10 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.7, 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.

I.7.11 For all computer software furnished to the District with the rights specified in Section I.7.6, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.7.6. For all computer software furnished to the District with the restricted rights specified in Section I.7.7, 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 this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or 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 then current version of the source code supplied under this 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.

I.7.12 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.7.13 Nothing contained in this clause shall imply a license to the District under any patent or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.7.14 Paragraphs I.7.7, I.7.8, I.7.9, I.7.12 and I.7.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## I.8 OTHER CONTRACTORS

I.8.1 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.9 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 submit a Certificate of Insurance to the Contracting Officer (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.

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

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 for each occurrence, $2,000,000 general aggregate, $2,000,000 products and completed operations aggregate, and $1,000,000 personal and advertising injury aggregate limit.

   The Commercial General Liability shall be further endorsed to:
   a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2010 0413 and CG2037 04 13 (or its equivalent) to The Government of the District of Columbia
   b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
   c) A waiver of subrogation in favor of The Government of the District of Columbia
   d) Any Annual Aggregate shall apply on a per location or per project basis
   e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and

equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of $1,000,000. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)
f) Moving and Storage Companies shall be required to provide evidence of BMC91 or BMC91X filing

For Contractors providing transportation:

Contractors providing transportation must additionally comply with the following:

a) Operators holding a restricted WMATC Certificate of Authority must have a single limit of $1.5 million in combined (bodily injury and physical damage) coverage, or
b) Operators holding an unrestricted WMATC Certificate of Authority must have a single limit of $5M in combined (bodily injury and physical damage) coverage.

In addition, both types of WMATC certificate holders must have in place the following Licensing Requirements as applicable:

a) Commercial Driver's License (CDL) with the following endorsements:
   i) P (Passenger): All drivers MUST have a P endorsement enabling them to transport passengers (16 or more).
   ii) S (School Bus): All drivers operating school buses (flashing lights, swing arm w/stop sign) must also have an S endorsement. Please note that driver credentials for any vehicles that are converted school buses must have S.
b) Valid (unexpired) US Department of Transportation Medical Examiner Certification ("Medical Card").

For Contractors using District Government-Owned Vehicles:

Agencies that provide Contractors with District Government-owned or leased motor vehicles are responsible for ensuring that such vehicles are used only for the performance under this Contract. Contractor and its subcontractors are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of the contract and approved in writing by the Contracting Officer, or otherwise provided by law. Contractor shall obtain automobile liability insurance with a minimum combined

single limit of $1,000,000 to cover bodily injury and property damage to protect the Contractor and the District Government against third-party claims arising from the use of District Government-owned vehicles. The Commercial Auto Liability Policy shall be endorsed to include:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia;
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds; and
c) A waiver of subrogation in favor of The Government of the District of Columbia.

In the event of loss, destruction, or damage to any government-owned vehicles used in the performance of contact, Contractor shall be liable for full cost of repair or replacement of lost, destroyed, or damaged vehicle.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

   The Workers Compensation and Employers Liability shall be further endorsed to:

   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella with minimum limits of $1,000,000 per occurrence and $1,000,000 in the annual aggregate. Coverage must excess of required commercial general liability, commercial auto liability, and employers' liability. 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 Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

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 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained

or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of $1,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall require all of its subcontractors to carry at a minimum the insurance coverage and limits proportionate to the Sub-Trade Contractor contract value, scope and risk. The Contractor shall ensure all tiers of his Sub-Trade Contractors maintain insurance in like form and amounts, including the Additional Insured requirements. Each Sub-Trade Contractor shall provide Certificates of Insurance and applicable endorsements to the Contractor prior to the start of the Sub-Trade Contractor's work on this project.

The required insurance shall be subject to the approval of the Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve the Contractor of the duties and responsibilities stipulated in the Trade (Sub) Contract Agreement.

D. 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.

E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of 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.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

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

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

I. 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 cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. 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. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**
And emailed to the attention of:
Benita Scott
Deputy Chief Contracting Officer
250 M Street, S.E., 7th Floor
Washington, DC 20003
Benita.Scott@dc.gov

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

K. DISCLOSURE OF INFORMATION. The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.

L. 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 better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

## I.10 ENTIRE AGREEMENT

This contract, including the Attachments hereto, constitute the entire agreement between the District and the Contractor and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein will be binding or valid, and this contract may not be changed, modified, or altered in any manner except by an instrument in writing executed by both parties hereto.

## I.11 SUBCONTRACTS

(A) 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.

(B) The prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Code § 2-353.01.

(C) The Contractor shall include a dispute resolution provision in all of its subcontracts which requires the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute.

## I.12 SUBCONTRACTING REQUIREMENTS "AS APPLICABLE"

### I.12.1 Mandatory Subcontracting Requirements

(1) For all contracts more than $250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

(2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(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.

(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 (a)(1) and (a)(2) of this clause.

(4) Except as provided in (a)(5) and (a)(7), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. 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. Code § 2-218.63.

(5) If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture 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. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Code § 2-218.63.

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

(7) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. 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.

### I.12.2 Subcontracting Plan

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan for the base period 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. The prime contractor shall be required to submit a subcontracting plan required by law for each option period exercised by 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.

### I.12.3 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, and the Director of DSLBD.**

### I.12.4 Subcontracting Plan Compliance Reporting.

(1) The Contractor shall submit a quarterly report to the CO, CA, 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.

(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.

### I.12.5 Annual Meetings

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

### I.12.6 Notices

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

### I.12.7 Enforcement and Penalties for Breach of Subcontracting Plan

(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.

(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. Code § 2-218.63.

(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, Termination for Default.**

## I.13 BUSINESS ASSOCIATE COMPLIANCE UNDER HIPAA "AS APPLICABLE"

If the contractor transmits, creates, accesses, receives, or maintains health information on individuals who are served by the District and is a Business Associate as that term is defined by the Health Insurance Portability and Accountability Act of 1996 and associated regulations promulgated at 45 CFR Parts 160, 162, and 164, the District of Columbia Business Associate Agreement, as it may be modified by the Parties, is incorporated as part of the contract. To obtain a copy of the DC Business Associate Agreement go to https://ocp.dc.gov/, under Quick Links click on "Required Solicitation Documents".

## I.14 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 offeror who has not satisfied the equal employment requirements.

## I.15 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.16 DISPUTES

Delete Article 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 I.16 Disputes, in its place:

**REPLACEMENT LANGUAGE:**

## I.16 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

(iii) 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.17 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following I.17 Changes in its place:

**REPLACEMENT LANGUAGE:**

## I.17 Changes

(a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **I.16 Disputes**.

(b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:

(1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
(2) Obtains a certification of funding to pay for the additional work;
(3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
(4) Provides the Contractor with written notice of the funding certification.

(c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:

(1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
(2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
(3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.

(d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

## I.18 COST AND PRICING DATA

I.18.1 Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.**

## SECTION J: ATTACHMENTS

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

| Attachment Number | Document |
|---|---|
| **J.1** | Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents" |
| **J.2** | U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 36, Last revised on 3/30/2026 |
| **J.3** | Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents" |
| **J.4** | Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents" *"As Applicable"* |
| **J.5** | Department of Employment Services First Source Initial Employment Plan – Non-Construction version available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents" *"As Applicable"* |
| **J.6** | Way to Work Amendment Act of 2026 - Living Wage Notice available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents" |
| **J.7** | Way to Work Amendment Act of 2026 - Living Wage Fact Sheet available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents" |
| **J.8** | DSLBD Subcontracting Plan (if required by law) available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents" *"As Applicable"* |
| **J.9** | Notice of Prohibition of Sexual Harassment in the Workplace |

## SECTION K: REPRESENTATIONS AND CERTIFICATIONS

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

K.1 Bidder-Offeror Certification Form

K.2 State Business License

K.3 Clean Hands Certificate

K.4 Certificate of Insurance

K.5 Tax Certificate Affidavit

K.6 W-9

K.7 EEO Packet (Refer to J.3)

K.8 DSLBD Subcontracting Form (Refer to J.8)

K.9 First Source Employment Agreement – *Non-Construction* (Refer to J.4)

K.10 First Source Initial Employment Plan (Refer to J.5)

## 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 price, technically acceptable (LPTA) bid.** Please refer to Section M Evaluation Criteria for more details.

### L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 This solicitation will be conducted electronically using the District's DTAP system (https://dtap.ddot.dc.gov/). To be considered, a bidder must submit its bid via the District's DTAP system before the closing date and time. Paper, telephonic, telegraphic, and facsimile bids may not be accepted.

L.2.2 The price schedule and all other attachments shall be submitted as "pdf" format files. 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 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. 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 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.2.6 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.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 or under which goods is to be delivered. Bidders will not be relieved from assuming all

responsibility for properly estimating the difficulties and the cost of performing the services or providing the goods 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 or goods to be provided.

## L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted into the District's DTAP system (https://dtap.ddot.dc.gov/) no later than the closing date and time. The closing date and time is provided on the cover page of this solicitation. If modified, OCP shall post an amendment announcing the change in submission date and time via the District's DTAP system.

## L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid via the District's DTAP system at any time before the closing date and time for receipt of bids.

## L.6 LATE SUBMISSIONS AND LATE MODIFICATIONS

### L.6.1 Late Submissions

The DTAP 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 the 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 questions in writing via email to Contract Specialist Han May Chan (han.maychan@dc.gov) and copy Contracting Officer Benita Scott (Benita.scott@dc.gov). The prospective bidder should submit questions no later than fourteen (14) calendar days prior to the bid closing date and time indicated for this solicitation. The District may not consider any questions received less than fourteen (14) calendar days before the date set for submission of bids. The District will furnish responses via the District's DTAP system (https://dtap.ddot.dc.gov/) via a formal amendment. An amendment to the solicitation shall 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 4th 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 by signing and submitting the amendments along with its bid via the District's DTAP system (https://dtap.ddot.dc.gov/). 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 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be non-responsive 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 CAMPAIGN FINANCE REFORM REQUIREMENTS

L.13.1 Bidders shall include with its bid the names, official title, and home addresses, of all of its principals as of the date of the solicitation. A principal is any senior officer of a business entity, including an owner or co-owner, president, chief executive officer, chief operating officer, chief financial officer, treasurer, member, partner, or similar position which either sets or is authorized to set or otherwise influences the overall strategy of the business entity.

L.13.2 Bidders participating in this solicitation shall inform the CO of any updates to its principals that occur while the solicitation is pending.

L.13.3 Bidders shall include a list of all other contracts it has obtained, or is seeking to obtain, with any District agency or instrumentality.

L.13.4 For solicitations with a maximum aggregate value (the total sum of the contract ceiling for the base period and any subsequent option periods) of between $250,000 and up to and including $1,000,000 and a base period of performance of 1 year or less, neither the bidder nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date the solicitation opened through the date of contract award or date the solicitation is cancelled.

L.13.5 For solicitations with a maximum aggregate value (the total sum of the contract ceiling for the base period and any subsequent option periods) of over $1,000,000 or with a base period of longer than 1 year, neither the bidder nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award or date the solicitation is cancelled.

## L.14 BID OPENING

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate. The bid abstract will be published via the District's DTAP system (https://dtap.ddot.dc.gov/) within reasonable time as determined by the Contracting Officer.

## L.15 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 Contracting Officer and Contract Specialist via email. **Each certificate of insurance must identify the contract number or solicitation number.**

## L.16 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

**L.16.1** 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, as amended, D.C. Official Code § 2-219.01 et seq.;

(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.16.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility 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 non-responsible.

**L.16.3** For a bid to be considered "technically acceptable," the prospective bidder shall submit along with its bid a full description of the fleet capital asset management key system that they will furnish for this project. Please refer to **Sections C.5.2**.

**The prospective bidder shall provide along with its bid a full description of the key system that they will furnish for this project including but not limited to the following information:**

(1) brand name;
(2) product number or code;
(3) full product name;
(4) manufacturer and supplier name (if applicable);
(5) warranty information (if applicable);
(6) authorized reseller agreement or certification (if applicable);
(7) how the product will meet all requirements listed in **Section C.5.1**;
(8) all features, photos, illustrations, and diagrams; and
(9) any other information relevant to the products required for this project.

**If the bidder fails to provide, along with its bid, the above items (1) to (9), then the bid shall be deemed "not technically acceptable" and "non-responsive," the bidder may be disqualified from further consideration at the discretion of the Contracting Officer.**

**We highly recommend bidders to fill out J.10 Product Information Form and submit this form along with its bid by the closing date. This form serves as a guide to help bidders provide all the required information requested (1) to (9). Filling out this form is optional. However, the bidder must provide the required information (1) to (9) along with its bid by the closing date.**

If any of the above items (1) to (9) are "not applicable," the bidder shall provide an explanation why it is not applicable along with its bid. For item (6), please refer to **Section H.26 Purchases of IT Hardware and Equipment** for more details.

## L.17 MANDATORY SUBCONTRACTING PLAN REQUIREMENTS "AS APPLICABLE"

L.17.1 A bidder responding to this solicitation which is required to subcontract shall be required to submit with its bid, a subcontracting plan that is required by law. The subcontracting plan shall cover the base period. Successful bidders will be required to submit subcontracting plans for option periods if exercised, if required by law.

L.17.2 The subcontracting plan must be based on the total estimated price, the maximum total price, or the total not-to-exceed amount per each contract period.

L.17.3 Bidders must ensure that the subcontracting plan contains current DSLBD certification numbers, the price(s) for each subcontract, name and address of subcontractor(s), and a description of the proposed scope of work.

## L.18 RESERVIED

## L.19 PRE-BID CONFERENCE

A pre-bid conference will be held virtually on **Monday, May 18, 2026, 10:00 AM EST.** Instructions on how to attend the virtual pre-bid conference are provided below. Please email the Contract Specialist and copy the Contracting Officer a list of the attendees' names, titles, company name, and email addresses at least twenty-four (24) hours prior to the meeting. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation.

Impromptu questions will be permitted, and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five (5) working days after the pre-bid conference in order to generate an official answer. The District will furnish responses via the District's DTAP system (https://dtap.ddot.dc.gov/). 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 offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

**Monday, May 18, 2026, 10:00 – 11:00 AM**
**Pre-Bid Meeting for Fleet Capital Asset Management Key System**

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**Microsoft Teams meeting**
**Join:**
https://teams.microsoft.com/meet/283980447147414?p=MgUDuKhSm4dmlMSyUX
Meeting ID: 283 980 447 147 414
Passcode: js9AY3eZ

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Need help? | System reference
**Dial in by phone**
+1 202-594-9550,,134792212# United States, Washington
Find a local number
Phone conference ID: 134 792 212#
**Join on a video conferencing device**
Tenant key: octo@m.webex.com
Video ID: 116 332 303 7

## SECTION M: EVALUATION CRITERIA

### M.1 EVALUATION FOR AWARD

**The District intends to and may award one contract resulting from this solicitation to the responsive and responsible bidder who has the lowest price, technically acceptable (LPTA) bid.**

To be considered "technically acceptable," the prospective bidder shall submit along with its bid a full description of the fleet capital asset management key system that they will furnish for this project. Please refer to **Sections C.5.2 and L.16.3** for more details.

### M.2 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 et seq., as amended ("Act", as used in this section), the District shall apply preferences in evaluating bid/proposal(s) from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

### M.2.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

M.2.1.1 A prime contractor that is a small business enterprise certified by the DSLBD (SBE) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this IFB.

M.2.1.2 A prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.

M.2.1.3 A prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.

M.2.1.4 A prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.

M.2.1.5 A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.

M.2.1.6 A prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.

M.2.1.7 A prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

M.2.1.8 A prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

**M.2.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.2.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.2.4 Verification of Bidder's Certification as a Certified Business Enterprise**

M.2.4.1 Any vendor 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.2.4.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

M.2.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## M.3 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.