



GOVERNMENT OF THE District of Columbia PUBLIC SCHOOLS TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1.REQUISITION NUMBER RK285465		PAGES:-1 of 34					
2. TASK ORDER AGREEMENT NO. GAGA-2025-T-0018		3. Award/Effective Date See Block 30C		4. CONTRACT NUMBER : CW93598		5. ESTIMATED START DATE : Block 30C		6. COMPLETION DATE  September 30, 2025			
7. PROGRAM OFFICE CONTACT (COTR): Office of Operations, Food and Nutrition Services		A. NAME Dimitri Pankratov			B. TELEPHONE: (No Collect Calls) Phone: 202-534-8469 Fax: (202) 654-6041		8. EMAIL: <a href="mailto:dimitri.pankratov@k12.dc.gov">dimitri.pankratov@k12.dc.gov</a>				
9. ISSUED BY  District of Columbia Public Schools Office of Fiscal Strategy Contracts and Acquisitions Division 1200 First Street, NE Washington, DC 20002 (202) 442-5112 - FAX (202) 442-6501				10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> GSA <input type="checkbox"/> COG <input type="checkbox"/> Cooperative Procurement: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13. RESERVED		12. PAYMENT DISCOUNT TERMS  Net 30 days			
15. CONTRACTOR/ OFFEROR TPM Group, LLC 1301 K Street, NW, Suite 300 Washington, DC 20005 Phone: (202) 775-0096				16. PAYMENT WILL BE MADE BY District of Columbia Public Schools Office of Accounts Payable 1200 First Street NE, 11 <sup>th</sup> Floor. Washington, DC 20002 (202) 442-5300							
15A DUNS CODE 15B TAX ID NO.				CODE							
17. DELIVER TO District of Columbia Public Schools Office of Operations, Food and Nutrition Services 1200 First Street, NE Washington, DC 20002				18. ADMINISTERED BY District of Columbia Public Schools Contracts and Acquisitions Division 1200 First Street, NE Washington, DC 20002							
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19 ITEM NO.		20 SCHEDULE OF SUPPLIES/SERVICES SUMMARY				22 UNIT		23 UNIT PRICE PER MONTH		24 AMOUNT	
		See Pricing Table in Section 3 for CLINs.									
25. ACCOUNTING AND APPROPRIATION DATA:						26. TOTAL AWARD (FOR GOVT. USE ONLY) \$115,162.80					
27. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4. CONTRACTOR'S PROPOSAL DATED October 24, 2024, IS INCORPORATED BY REFERENCE.						28. <input type="checkbox"/> AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED  YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Attachment A. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.					
29A. SIGNATURE OF OFFEROR /CONTRACTOR  <i>Lincoln Tyson</i>						30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)  <i>Edward Padgett</i>					
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  Lincoln Tyson, Principal			29C. DATE SIGNED  11/21/2024			30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  Edward Padgett			30C. DATE SIGNED Nov 22, 2024		

## **TASK ORDER NUMBER GAGA-2024-T-0018**

### **1) SERVICES/SUPPLIES REQUIRED:**

The District of Columbia Public Schools (DCPS), Office of Operations, Food and Nutrition Services (FNS), has an immediate need for TPM Group, LLC. (the “Contractor”) to provide services to support transporting and installation of specialized cooking equipment such as ovens, refrigerators, ranges, serving lines and other items used for preparation of school meals.

- 1.1 The contractor shall provide moving, logistics, and installation support for Food Service Equipment. Pick up a variety of kitchen equipment at DCPS Warehouse and deliver to schools in need of equipment upgrades. The need is determined by FNS through cyclical equipment inventory and through discussions with FNS Field Specialists. The contractor shall uncrate (if crated), set in place, install (including all necessary plumbing and electrical labor). Remove (if replacing) the disconnected old equipment and return it to DCPS warehouse for surplus.
- 1.2 This Task Order is subject to the Contractor’s compliance with all applicable District of Columbia Laws and Regulations.

### **2) CONTRACT TYPE AND SCHEDULE:**

- 2.1 This Task Order is a Fixed Price Requirements contract in accordance with 27 DCMR Chapter 24. The total amount for the base year is \$115,162.80 in accordance with TPM Group, LLC. quote dated October 24, 2024, and herein attached in Section 37 as attachment 4.
- 2.2 Quantities and description of services include a summation of the items, see TPM Group LLC. Quote No. 010-024 dated October 24, 2024, for the required supplies and services included and made a part of this Task Order.

### **2.3 REQUIREMENTS TASK ORDER**

The district will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated

quantity will be required or ordered or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, section 14.5. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the delivery of equipment and services, the district may acquire the urgently required goods or services from another source.

b) 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.

c) Any order issued during the effective period of this task order 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 under this contract after September 30, 2025.

### 3) **PRICE SCHEDULE**

#### 3.1 **PERIOD OF PERFORMANCE: Date of Award thru September 30, 2025**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description (Job)</b>	<b>Estimated Quantity</b>	<b>Price Per Unit (Job)</b>	<b>Total Estimated Price (Job)</b>
0001	Pick up 4 (regular single door) warming cabinets at DCPS warehouse and deliver to 4 different schools in the District of Columbia. There is a loading dock and ramp behind building.	20	\$1,150.60	\$23,012.00
0002	Pick up 1 serving line, 1 6-burner range, 2 double door freezers at 1 school and	20	\$1,343.59	\$26,871.80

	deliver to warehouse for surplus. There is a loading dock and ramp behind building.			
0003	Pick up milk cooler and single steamer at basement cafeteria. Will need to build an 18-foot ramp, over existing steps, with wood 2x4s and plywood to slide up said ramp.	20	\$1,613.35	\$32,267.00
0004	Pick up 2 dirty, old, greasy ovens at 1 school and take to dump (including dump fee).	20	\$1,650.60	\$33,012.00
<b>Grand Total for 3.1</b>				<b>\$115,162.80</b>

#### 4) **PURPOSE/SCOPE**

- 4.1 DCPS Food and Nutrition Services is seeking a contractor to support delivery and installation of kitchen equipment to DCPS schools and safe removal, if replacing, of existing old/broken units back to DCPS warehouse for surplus, or disposal. The contractor acts as a strategic partner at the direction of FNS who priorities this work and confirms completion.

DCPS Food and Nutrition Services requires a contractor to assist with delivery and installation (including all necessary plumbing and electrical work) of new kitchen equipment to various DCPS school kitchens. Vendor shall confirm, schedule and pick up equipment at DCPS warehouse including necessary casters, hoses, kits, etc. Vendor shall provide any additional parts necessary to complete the install of ovens and steamer (example: pipes, conduit, solenoids, wires, etc.). Vendor shall remove all old and broken equipment to DCPS warehouse for surplus and all the trash and debris to dumpster on site.

#### 4.2 **BACKGROUND**

- 4.2.1 FNS is responsible for providing meal services to all DCPS school sites with meal programs, equating to over 9.5 million meals each year. The need for a logistics service is critical for safely transporting specialized, commercial cooking equipment for FNS. Neither DCPS nor DGS have the appropriate contracts, trucks or personnel to satisfy this need, nor is it in a position to implement this independently for FNS given the scope of

the program and the capacity of the FNS Team to self-operate this service. Therefore, there is great merit in securing a logistics company that is equipped to handle this specialized work.

- 4.2.2 FNS continues to refresh its equipment each year. The handling of these large, stainless steel units weighing up to 600 pounds or more is often complicated. Often units must be extracted from a variety of building types with specialised tools and equipment and be moved through hallways, door partitions, stairs and out on the building. The inherent safety risks from this work are too high for any of our existing logistics teams and contracts. In addition, the equipment must remain protected to maintain its value and be considered for surplus and sold through the Office of Contracts and Procurements so the funding can be redirected to the DC General Fund.

#### **4.3 REQUIREMENTS**

- 4.3.1 The Contractor must be prepared to provide the below services and report to the Contract Administrator (CA) in the department of Food and Nutrition Services. The contractor shall perform the following services:
1. Contractor shall provide a single point of contact (POC) and qualified alternate for dispatch of delivery personnel to DCPS locations.
  2. Contractor shall ensure that drivers are licensed, insured to DCPS standards, security cleared by DCPS, and in compliance with all applicable regulations, policies, and guidance.
  3. Contractor shall be prepared for any logistics eventuality on weekends, evenings, and other non-common times and in accordance with the allowable pricing per this procurement.
  4. Contractor shall provide Regular Delivery Service of Equipment between points of receiving and ensure that all personal, equipment and facility safety measures are implemented for moves of this nature, including but not limited to:

- a. Confirm equipment at warehouse for power and gas specifications.
- b. Confirm all shelves, stands, hoses, casters, stacking kits are on hand.
- c. Plan out a delivery method and pathway through each building as required.
- d. Confirm Point of Contact (FNS Field Specialist, Foreman, Custodian, any other pertinent contacts) and call the school to schedule building access.
- e. Schedule dates and times with minimal to no interruption to student meal service.
- f. Remove all leftover debris and trash; remove packaging from units.
- g. Set In place and plug in the units.
- h. Deliver the replaced equipment to warehouse for surplus or disposal.

**4.3.2** Work performed will be inspected and accepted by DCPS on-site staff.

**4.3.3** The awarded contractor shall perform the work in accordance with all applicable federal, state, local, and national codes and regulations, including DC Municipal Regulations (DCMR) and all requirements as mandated by the District of Columbia Regulatory Authority.

**4.3.4** For the purpose of this contract, the awarded contractor shall possess a current DLCP license. The contractor shall be available and capable of providing services as scheduled.

**4.3.5** The contractor shall designate a key contact person to DCPS who shall maintain an open line for communication during the workday.

**4.3.6** All changes to contract terms or functions will be executed by modification.

**4.3.7** The Protection of Children's Act of 2004 (D.C. Official Code § 4-1501.01 et seq.) employees, volunteers, and contract workers working in schools are required to submit to and clear a criminal background check performed by DCPS and fingerprint. Proof of negative TB tests also must be provided.

**4.3.8** Must have successfully passed the police and the F.B.I. background investigation check (The contractors' direct and indirect staff delivering service under this contract shall not have any prior criminal record of felony convictions, including, but not limited to, any prior criminal record of convictions for child and/or sexual abuse or molestation, rape, or illegal substance possession or distribution).

**4.3.9** The Police and the FBI Background Investigation Checks, as specified above in Section A.5.8, shall be processed through the DCPS Office of School Security located at 1200 First Street, NE, 10th Floor only. The contact for an appointment for fingerprinting and processing is Ms. Sandra Gliss: Telephone No. (202) 698-

1019; email address: Sandra.gliss@k12.dc.gov. The process takes between three (3) and ten (10) days. The selected contractors must contact the Office of Security as soon as the selection has been made by DCPS, Contracts and Acquisitions (C&A), and the selected contractor has been officially informed of its selection.

**4.3.10** The contractor shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance, and workmen's compensation, and shall be solely responsible for any losses incurred by DCPS resulting from dishonesty, fraudulent, or negligent acts on the part of its employees or agents. All the contractors' employees shall comply with all rules of DCPS for neatness and courtesy.

**4.3.11** The contractor and its employees shall comply with all wages and hours of employment requirements of Federal and State Law and the Service Contract Act. The Contract shall provide wage/salary and benefits per the most applicable recent Wage Determination Rates set by the U.S. Department of Labor under the Service Contract Act. All employees of the contractor shall be paid in accordance with the Fair Labor Standards Act, as amended, and any other applicable statutes.

**4.3.12** The Contractor shall demonstrate the capability and capacity to meet every one of the requirements outlined in Section B, Section C, and other sections of the contract.

#### **4.4 Vendor Qualifications**

1. At least five years of transportation, and equipment installation experience in the District of Columbia.
2. Current registration with the DC Supply Schedule and DC Certified Business Enterprise preferred.
3. Must be in full-time possession of appropriately sized transport vehicles:
  - a. Appropriate commercial truck with capacity to transport multiple commercial ovens and the like, with a liftgate rated at a 1500lb capacity at minimum.
    - i. Liftgate must have a 1500-pound capacity, at minimum.
  - b. Ability to move equipment safely, intact, and with little to no disturbance to instructional time while moving products into and out of the building.
4. Proven record of ability to deliver and to perform commercial kitchen equipment installation.
5. Excellent organizational and interpersonal communication skills
5. Strong understanding of OSHA regulations safety.
6. Access to, and ability to utilize pallet jack, forklifts to move heavy kitchen appliances.

7. Ability to utilize dollies, hand trucks and various moving equipment.
8. Ability to provide certified plumber and electrician services if necessary for equipment connection to utilities.

5) **DELIVERABLE SCHEDULE**

- 5.1 The contractor shall deliver the equipment in accordance with this Task Order and the contractors quote submitted on October 24, 2024.

CLIN No.	Deliverable	Responsible	Deadline
1	Provide On-Call Delivery Service for FNS kitchen equipment	Contractor	As Determine by FNS
2	Background Check: Provide List of qualified and DCPS security-cleared staff including main POC, and all staff assigned to DCPS FNS delivery Team	Contractor	Prior to start of services and as required by DCPS
3	Have access to any tools necessary to complete the move including liftgate truck, pallets jacks, oven stacking rig, dollies, push carts, ramps and other.	Contractor	Within 6 hours of request

6) **PERIOD OF PERFORMANCE:**

- 6.1 The period of performance shall be from date of award thru September 30, 2025.

6.2 **RESERVED**

7) **PACKAGING AND MARKING**

The packaging and marking requirements for the resultant task order will be governed by the Shipping Instructions Clause in Section 2 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.



**8) INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant task order will be governed by the Inspection of Supplies Clause in Section 5 and the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.

**9) CONTRACTING OFFICER (CO):**

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The address and telephone number of the Contracting Officer for this task order is:

**LaVeta Hilton**  
**Deputy Chief Procurement Officer**  
**District of Columbia Public Schools**  
**Contracts and Acquisitions Division**  
**Office of Fiscal Strategy**  
**1200 First Street NE, 9<sup>th</sup> Floor**  
**Washington, DC 20002**  
**Phone: 202-442-5136**  
**Fax: 202-442-6105**  
**[E: LaVeta.Hilton@k12.dc.gov](mailto:LaVeta.Hilton@k12.dc.gov)**

**10) AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- 10.1 The total duration of this Task Order is from date of award thru September 30, 2025.
- 10.2 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 10.3 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.
- 10.4 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.

**11) CONTRACT ADMINSTRATOR (CA)**

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

11.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract.

11.1.2 Coordinating site entry for Contractor personnel, if applicable.

11.1.3 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.

11.1.4 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

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

11.2 The address and telephone number of the CA is:

**Dimitri Pankratov**  
**Field Operations Specialist**  
**Food and Nutrition Services**  
**Office of Operations**  
**District of Columbia Public Schools**  
**1200 First Street NE, 9th Floor**  
**Washington, DC 20002**  
**E: [dimitri.pankratov@k12.dc.gov](mailto:dimitri.pankratov@k12.dc.gov)**  
**T: (202) 534-8469**

11.3 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.
- 11.4 The Contractor shall 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.

**12) INVOICE PAYMENT**

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

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

**13) INVOICE SUBMITTAL**

- 13.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- 13.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section 13.
- 13.3 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.
- 13.4 The Contractor shall 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.

If the Contractor does not have access to submit invoice(s) electronically, the Contractor may prepare invoices in duplicate and submit them to the agency Chief Financial Officer (CFO) as mentioned above, with concurrent copies to the CA specified in Section 11.

13.5 To constitute a proper invoice, the Contractor shall submit the following information:

- a) Contractor's name, federal tax ID number, and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.)
- b) Task Order and appropriate Purchase Order number(s). Assignment of an invoice number by the contractor is also recommended.
- c) Other supporting documentation or information, as required by the Contracting Officer.
- d) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent.
- e) Name, title, phone number of person preparing the invoice; and
- f) Authorized Signature.

#### **14) PAYMENT**

##### **14.1 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 \$1,000 or 50 percent of the total contract price.

##### **14.2 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 amount due on the deliveries warrants it; or

- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

#### **14.3 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 will be made on completion and acceptance of each item for which the price is stated in the proposal and in Section 3”. And
- c) Presentation of a properly executed invoice, Section 13.5.

#### **14.4 LUMP SUM PAYMENT**

The District will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

#### **14.5 ORDERING CLAUSE**

**14.5.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**14.5.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**14.5.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**15) ASSIGNMENT OF CONTRACT PAYMENTS**

- 15.1 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.
- 15.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.
- 15.3 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).”

**16) THE QUICK PAYMENT CLAUSE**

**16.1 Interest Penalties to Contractors**

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.*, 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 1% 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:

- 1) The 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- 2) The 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- 3) The 15<sup>th</sup> day after the required payment date for any other item.

- 16.1.1 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.

**16.2 Payments to Subcontractors – NOT APPLICABLE**

- 16.2.1 The Contractor shall 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 this contract:

- 1) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- 2) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

16.2.2 The Contractor shall 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 1% 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:

- 1) The 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- 2) The 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- 3) The 15<sup>th</sup> day after the required payment date for any other item.

16.2.3 Any amount of 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.

16.2.4 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 of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

16.3 Subcontract requirements – NOT APPLICABLE

16.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

**17) DISCLOSURE OF INFORMATION:**

No information regarding the Contractor's performance of the contract shall be disclosed to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.

**18) SPECIAL CONTRACT REQUIREMENTS**

**18.1 AUDITS, RECORDS, AND RECORD RETENTION**

18.1.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer shall the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract in accordance with the Standard Contract Provisions for Use with the District of Columbia Supply and Service Contracts. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. If all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

18.1.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues of funds, provided by the District under the contract.

18.1.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

18.1.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

18.1.5 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**19) PUBLICITY**

The Contractor shall at all times inform the CA and anyone he or she designates before it, any of its officers, agents, employees or subcontractor 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. The Contractor shall follow the same process when releasing any information bearing on the work performed or data collected under this Contract in meeting its own obligations.



**20) CONFLICT OF INTEREST**

- 20.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the DC Personnel Regulations).
- 20.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**21) RESERVED**

**22) SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S. Code 794 (1983) Et seq.

**23) HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES – NOT APPLICABLE**

- 23.1 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:
- 23.2 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.
- 23.3 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created because of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

**24) 51% DISTRICT RESIDENTS' NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT – NOT APPLICABLE**

- 24.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").
- 24.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.1.5) in which the Contractor shall agree that: The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and the first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- 24.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
  - (2) Number of current employees transferred;
  - (3) Number of new job openings created;
  - (4 ) Number of job openings listed with DOES;
  - (5) Total number of all District residents hired for the reporting period and the cumulative total  
number of District residents hired; and
  - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
    - (a) Name;
    - (b) Social Security number;
    - (c) Job title;
    - (d) Hire date;
    - (e) Residence; and
    - (f) Referral source for all new hires.
- 24.4 If the contract amount is equal to or greater than one hundred thousand dollars (\$100,000.00), the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- 24.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the Section 24.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with Section 24.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources; 33
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to Section 24.6.

- 24.6 The Contracting Officer may waive the provisions of this section if the Contracting Officer finds that: A good faith effort to comply is demonstrated by the Contractor; the Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

The Contractor enters into special workforce development training or placement arrangement with DOES; or DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

- 24.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to this Section and the Contracting Officer shall determine whether the Contractor is in compliance with this Section or whether a waiver of compliance pursuant to this Section is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contract Administrator (CA) shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.
- 24.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to this Section, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this Section.

- 24.9 The provisions of Sections 24.4 through 24.8 do not apply to nonprofit organizations.

**25) FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who shall provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by The Contractor pursuant to the contract, the COTR shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility shall determine the releasing of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

**26) WAY TO WORK AMENDMENT ACT OF 2006**

- 26.1 Except as described below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. 35 Law 16-118, D.C. Official Code § 2220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- 26.2 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](http://www.ocp.dc.gov).
- 26.3 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.
- 26.4 The Department of Employment Services may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- 26.5 The Contractor shall provide a copy of the Fact Sheet attached as F to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as Fin 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.

- 26.6 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.
- 26.7 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.*
- 26.8 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.

- 26.9 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.

**27) CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH AS APPLICABLE**

- 27.1 A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the positions requiring criminal background checks determined by the program office.
- 27.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the positions requiring criminal background checks determined by the program office.
- 27.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- 27.4 The Contractor shall inform all applicants requiring a traffic record check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- 27.5 The Contractor shall obtain from each applicant, employee, and unsupervised volunteer:
- (A) a written authorization which authorizes the District to conduct a criminal background check;
  - (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
  - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in

any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

- (i) Murder, attempted murder, manslaughter, or arson;
- (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
- (iii) Burglary;
- (iv) Robbery;
- (v) Kidnapping;
- (vi) Illegal use or possession of a firearm;
- (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
- (viii) Child abuse or cruelty to children; or
- (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

27.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

27.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- A. To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;

- B. To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses;
  - C. To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
  - D. To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
  - E. To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- 27.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- 27.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- 27.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- 27.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- 27.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- 27.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.



- 27.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- 27.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- 27.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers in the positions listed.
- 27.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- 27.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- 27.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- 27.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

**28) CONTRACT CLAUSES**

**28.1 DISCLOSURE OF INFORMATION**

No information regarding the Contractor's performance of the contract shall be disclosed to anyone other than District Government officials unless prior approval is obtained in advance from the CA.

**28.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated July 2010, attached hereto as 40.1 shall be applicable to the contract.

**29) CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or students of the District of Columbia Public Schools shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**30) OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee except in the performance of duties outlined in this Contract.

**31) SUBCONTRACTS – NOT APPLICABLE**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall 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.

**32) 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.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the

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

If 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 and under all subcontracts, 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 each occurrence, a \$2,000,000 general aggregate.

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 2015 0413 (or it's 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 (where applicable)
  - 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 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

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).

- 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. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$2,000,000 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), unintentional breach of contract, 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.

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. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
  7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the CO with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend The Government of the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
- C. SUBCONTRACTOR INSURANCE REQUIREMENTS
- Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insurance required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance

requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

**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 of 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 mailed to the attention of:**

**LaVeta Hilton**

**District of Columbia Public Schools**

**Contracts and Acquisitions Division**

**1200 First Street, NE 9<sup>th</sup> FL**

**Washington, DC 20002**

**Email: [Laveta.Hilton@k12.dc.gov](mailto:Laveta.Hilton@k12.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/distributor'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.

**32) EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, and the forms completed for the Equal Employment Opportunity Information Report. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

**33) RESERVED**

**34) CONTRACTS IN EXCESS OF ONE MILLION DOLLARS/PRE-AWARD APPROVAL**

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia. In accordance with D.C. Official Code §2-301.05a, the mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

**35) GOVERNING LAW**

This contract, and 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.

**36) ANTI-DEFICIENCY ACT**

DCPS's duty to fulfill financial obligations of any kind pursuant to any and all provisions of this agreement, or any subsequent agreement entered into pursuant to this agreement, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001), and D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this agreement shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this

agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

### 37) **LIST OF ATTACHMENTS**

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

Attachment Number	Document
1	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
2	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="https://ocp.dc.gov">https://ocp.dc.gov</a>
3	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="https://ocp.dc.gov">https://ocp.dc.gov</a>
4	Contractor's quote dated October 24, 2024

### 38) **TOTAL AGREEMENT OF THE PARTIES**

This Task Order, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements shall not provide a basis for modifying or changing this Task Order.

**\*End of Document\***