

AWARD/CONTRACT		1. Reserved for later use		Page of Pages	
				1	40
2. Contract Number DCEB-2018-C-2001		3. Effective Date See Box 20C.		4. Requisition/Purchase Request/Project No.	
5. Issued By: Office of the Deputy Mayor for Planning and Economic Development Office of Contracts, Procurement and Grants 1015 Half Street, S.E., Suite 675 Washington, D.C. 20003		Code		6. Administered by (If other than line 5) Office of the Deputy Mayor for Planning and Economic Development 1350 Pennsylvania Avenue, N.W., Suite 317 Washington, D.C. 20004	
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) MBC Shanghai Co. Ltd. Suite 807-811, No. 399, W. Nanjing Rd, Shanghai, China		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Section F.2)		9. Discount for prompt payment	
Code		Facility		10. Submit invoices to the website address shown in: <input type="checkbox"/> Item Section G.2.1	
11. Ship to/Mark For SAME AS BLOCK 6		Code		12. Payment will be made by Code	
13. Reserved for future use		14. Accounting and Appropriation Data			

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
001	China Center – Business Development Services	1	Job	See Section B	\$144,000.00

Total Not to Exceed (NTE) Amount of Contract \$171,090.00

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Contracting Officer will complete Item 17 or 18 as applicable

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copy to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name and Title of Signer (Type or print) Ning Shao, Chief Executive		20A. Name of Contracting Officer Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST Director of Contracts, Procurement and Grants	
19B. Name of Contractor:	19C. Date Signed 22nd Feb, 2018	20B. District of Columbia	20C. Date Signed 2-22-18

*** Government of the District of Columbia Office of the Deputy Mayor for Planning and Economic Development

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

B.1 The Government of the District of Columbia (“District”) Office of the Deputy Mayor for Planning and Economic Development (“DMPED”), awards to MBC Shanghai Co. Ltd. (“Contractor”) this contract to provide bilateral trade and foreign direct investment services in China.

B.2 The District contemplates award of a firm fixed price contract with a cost reimbursement component for the requirements stated in the schedule below in accordance with 27 DCMR Chapter 24.

B.3 PRICE SCHEDULE – FIRM FIXED PRICE

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Quantity	Hours	Unit Price	Total Price
INVESTMENT ATTRACTION					
0001	Project Manager/Business Development Manager	1	192	\$50.00	\$9,600.00
0002	Customer Service Representative	2	384	\$25.00	\$19,200.00
DISTRICT BUSINESS EXPANSION					
0003	Project Manager/Business Development Manager	1	144	\$50.00	\$7,200.00
0004	Customer Service Representative	2	288	\$25.00	\$14,400.00
TOURISM PROMOTION					
0005	Project Manager/Business Development Manager	1	144	\$50.00	\$7,200.00
0006	Customer Service Representative	2	288	\$25.00	\$14,400.00
EDUCATIONAL EXCHANGE					
0007	Project Manager/Business Development Manager	1	144	\$50.00	\$7,200.00
0008	Customer Service Representative	2	288	\$25.00	\$14,400.00
DC GOVERNMENT ANNUAL VISITS					
0009	Project Manager/Business Development Manager	1	96	\$50.00	\$4,800.00
0010	Customer Service Representative	2	192	\$25.00	\$9,600.00
SPECIAL PROJECTS					
0011	Project Manager/Business Development Manager	1	96	\$50.00	\$4,800.00
0012	Customer Service Representative	2	192	\$25.00	\$9,600.00
GENERAL SUPPORT:					
0013	Project Manager/Business Development Manager	1	48	\$50.00	\$2,400.00
0014	Customer Service Representative	2	96	\$ 25.00	\$4,800.00
ANNUAL BUSINESS DEVELOPMENT CONFERENCE					
0015	Project Manager/Business Development Manager	1	96	\$50.00	\$4,800.00
0016	Customer Service Representative	2	192	\$ 25.00	\$9,600.00

Grand Total for B.3.1					\$144,000.00
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B.3.2 PRICE SCHEDULE – COST REIMBURSEMENT

B.3.2.1 OPTIONAL SUPPLEMENT SERVICE – MISSION COST (Per Request)

Missions shall be per request from the District for up to 5 personnel.

Contract Line Item No. (CLIN)	Item Description	Quantity	Hours	Unit Price	Not to Exceed Cost
International Flight's Tickets					
0001	International Round Trip Tickets (Plus Economy)	5	NA	\$2,200.00	\$11,000.00
0002	International Round Trip Ticket (Business Class)	1	NA	\$5,000.00	\$5,000.00
Domestic Flight's Tickets					
0003	Shanghai - Chengdu - Round trip (Plus Economy)	5	NA	\$610.00	\$3,050.00
0004	Shanghai - Shenzhen - Round trip (Plus Economy)	5	NA	\$490.00	\$2,450.00
Hotel Accommodations - 5 Star Hotel (Room per night)					
0005	Executive Package	5	NA	\$426.00	\$2130.00
0006	Standard Package	5	NA	\$272.00	\$1,360.00
Foods and Transportation					
0007	Ground Transportation	5	8	\$40	\$1,600.00
0008	Food (Two Meal/Day)	5	NA	\$100	\$500.00
Grand Total for B.3.2.1					\$27,090.00

B.3.2.3 Total Not-To-Exceed Amount

Total Not-To-Exceed (NTE) amount of contract (B.3.1 plus B.3.2) For Base Year is **\$171,090.00**.

B.3.3 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Option Year One	\$144,000.00
Grand Total for B.3.3		\$144,000.00

B.3.3.1 PRICE SCHEDULE – COST REIMBURSEMENT

B.3.3.2 OPTIONAL SUPPLEMENT SERVICE – MISSION COST (Per Request)

Missions shall be per request from the District for up to 5 personnel.

Contract Line Item No. (CLIN)	Item Description	Quantity	Hours	Unit Price	Not to Exceed Cost
International Flight's Tickets					
0001	International Round Trip Tickets (Plus Economy)	5	NA	\$2,200.00	\$11,000.00
0002	International Round Trip Ticket (Business Class)	1	NA	\$5,000.00	\$5,000.00
Domestic Flight's Tickets					
0003	Shanghai - Chengdu - Round trip (Plus Economy)	5	NA	\$610.00	\$3,050.00
0004	Shanghai - Shenzhen - Round trip (Plus Economy)	5	NA	\$490.00	\$2,450.00
Hotel Accommodations - 5 Star Hotel (Room per night)					
0005	Executive Package	5	NA	\$426.00	\$2130.00
0006	Standard Package	5	NA	\$272.00	\$1,360.00
Foods and Transportation					
0007	Ground Transportation	5	8	\$40	\$1,600.00
0008	Food (Two Meal/Day)	5	NA	\$100	\$500.00
Grand Total for B.3.3.2					\$27,090.00

B.3.3.3 Total Not-To-Exceed Amount

Total Not-To-Exceed (NTE) amount of contract (B.3.3 plus B.3.3.1) for Option Year One is **\$171,090.00.**

B.3.4 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Option Year Two	\$151,200.00
Grand Total for B.6		\$151,200.00

B.3.4.1 PRICE SCHEDULE – COST REIMBURSEMENT

B.3.4.2 OPTIONAL SUPPLEMENT SERVICE – MISSION COST (Per Request)

Missions shall be per request from the District for up to 5 personnel.

Contract Line Item No. (CLIN)	Item Description	Quantity	Hours	Unit Price	Not to Exceed Cost
International Flight’s Tickets					
0001	International Round Trip Tickets (Plus Economy)	5	NA	\$2,200.00	\$11,000.00
0002	International Round Trip Ticket (Business Class)	1	NA	\$5,000.00	\$5,000.00
Domestic Flight’s Tickets					
0003	Shanghai - Chengdu - Round trip (Plus Economy)	5	NA	\$610.00	\$3,050.00
0004	Shanghai - Shenzhen - Round trip (Plus Economy)	5	NA	\$490.00	\$2,450.00
Hotel Accommodations - 5 Star Hotel (Room per night)					
0005	Executive Package	5	NA	\$426.00	\$2130.00
0006	Standard Package	5	NA	\$272.00	\$1,360.00
Foods and Transportation					
0007	Ground Transportation	5	8	\$40	\$1,600.00
0008	Food (Two Meal/Day)	5	NA	\$100	\$500.00
Grand Total for B.3.4.2					\$27,090.00

B.3.4.3 Total Not-To-Exceed Amount

Total Not-To-Exceed (NTE) amount of contract (B.3.4 plus B.3.4.1) for Option Year Two is **\$178,290.00**.

B.3.5 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Option Year Three	\$151,200.00
Grand Total for B.3.5		\$151,200.00

B.3.5.1 PRICE SCHEDULE – COST REIMBURSEMENT

B.3.5.2 OPTIONAL SUPPLEMENT SERVICE – MISSION COST (Per Request)

Missions shall be per request from the District for up to 5 personnel.

Contract Line Item No. (CLIN)	Item Description	Quantity	Hours	Unit Price	Not to Exceed Cost
International Flight's Tickets					
0001	International Round Trip Tickets (Plus Economy)	5	NA	\$2,200.00	\$11,000.00
0002	International Round Trip Ticket (Business Class)	1	NA	\$5,000.00	\$5,000.00
Domestic Flight's Tickets					
0003	Shanghai - Chengdu - Round trip (Plus Economy)	5	NA	\$610.00	\$3,050.00
0004	Shanghai - Shenzhen - Round trip (Plus Economy)	5	NA	\$490.00	\$2,450.00
Hotel Accommodations - 5 Star Hotel (Room per night)					
0005	Executive Package	5	NA	\$426.00	\$2130.00
0006	Standard Package	5	NA	\$272.00	\$1,360.00
Foods and Transportation					
0007	Ground Transportation	5	8	\$40	\$1,600.00
0008	Food (Two Meal/Day)	5	NA	\$100	\$500.00
Grand Total for B.3.5.2					\$27,090.00

B.3.5.3 Total Not-To-Exceed Amount

Total Not-To-Exceed (NTE) amount of contract (B.3.5 plus B.3.5.1) for Option Year Three is **\$178,290.00**.

B.3.6 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Option Year Three	\$158,760.00
Grand Total for B.3.6		\$158,760.00

B.3.6.1 PRICE SCHEDULE – COST REIMBURSEMENT

B.3.6.2 OPTIONAL SUPPLEMENT SERVICE – MISSION COST (Per Request)

Missions shall be per request from the District for up to 5 personnel.

Contract Line Item No. (CLIN)	Item Description	Quantity	Hours	Unit Price	Not to Exceed Cost
International Flight's Tickets					
0001	International Round Trip Tickets (Plus Economy)	5	NA	\$2,200.00	\$11,000.00
0002	International Round Trip Ticket (Business Class)	1	NA	\$5,000.00	\$5,000.00
Domestic Flight's Tickets					
0003	Shanghai - Chengdu - Round trip (Plus Economy)	5	NA	\$610.00	\$3,050.00
0004	Shanghai - Shenzhen - Round trip (Plus Economy)	5	NA	\$490.00	\$2,450.00
Hotel Accommodations - 5 Star Hotel (Room per night)					
0005	Executive Package	5	NA	\$426.00	\$2130.00
0006	Standard Package	5	NA	\$272.00	\$1,360.00
Foods and Transportation					
0007	Ground Transportation	5	8	\$40	\$1,600.00
0008	Food (Two Meal/Day)	5	NA	\$100	\$500.00
Grand Total for B.3.6.2					\$27,090.00

B.3.6.3 Total Not-To-Exceed Amount

Total Not-To-Exceed (NTE) amount of contract (B.3.6 plus B.3.6.1) for Option Year Four is **\$185,850.00**.

B.4 An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on “Required Solicitation Documents”.

END OF SECTION B.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

DMPED requires a Contractor to provide bilateral trade and foreign direct investment services in China. The Contractor will play a key role in helping the District achieve goals around both real estate and business development. Many real estate developments in the District need investors to complete financing and close successfully, and Chinese investment could allow these projects to move forward. In addition, the consultant will assist in executing a Sister City Agreement between the District and Beijing. These agreements will address educational exchanges, cultural and tourism promotion, and entrepreneurial expansion between both cities – all of which contribute to the economic development and increased global positioning of the District.

C.2 REQUIREMENTS

C.2.1 INVESTMENT ATTRACTION

The Contractor shall support District promotion initiatives to facilitate investment attraction to the District particularly for real estate projects and Chinese businesses interested in expanding by:

C.2.1.1 Identifying Chinese real estate investors and firms (e.g. technology, restaurateurs, retailers) looking for opportunities to invest in the United States and actively promote the District as an investment location; and

C.2.1.2 Facilitating the inbound investment for a minimum of five District projects between real estate and foreign business expansion.

C.2.2 DISTRICT BUSINESS EXPANSION

C.2.1 The contractor shall facilitate the expansion of export eligible District businesses and institutions into the Chinese market and increase the access to economic opportunities of existing District businesses in the Chinese market. Export eligible companies will have demand for their product/service in the Chinese market, the financial capacity to export, and the necessary staff available to manage additional demand.

C.2.2.1 Advance the expansion of economic development opportunities for export ready District businesses and institutions in the Chinese market. A minimum of 5 such entities should be serviced with a work order annually.

C.2.2.2 Assist DC based associations preparing to establish a presence in China with the Wholly Foreign Owned Enterprise (WFOE) application process. A minimum of 2 such entities should be serviced annually.

C.2.3 TOURISM PROMOTION

C.2.3.1 The contractor shall assist in promoting the District as a premier tourist destination in the United States. Leverage the relationships with DestinationDC and other national and

international tourism promotion institutions to further increase Chinese in bound tourism and investment.

- C.2.3.2** Per the recommendation and approval from the Office of the Deputy Mayor for Planning and Economic Development, the Contractor shall attend sales missions and other promotional meetings with Chinese tour operators.
- C.2.3.3** The contractor shall Coordinate District representation at tourism events with DestinationDC.
- C.2.3.4** The contractor shall maintain a good standing relationship with Air China and United Airlines to ensure mutually beneficial air travel between Beijing and Washington, DC
- C.2.3.4** If demand increases from other Chinese cities requiring direct flights to Washington, DC, the contractor shall facilitate increased air travel and airline partnerships from other regions of China to Washington, DC.
- C.2.3.5** The Contractor shall make recommendation on other tourism promotional projects to increase the tourism sales and traffics between the District and China.

C.2.4 EDUCATIONAL EXCHANGE

C.2.4.1 The contractor shall support the District in promoting and encouraging student and faculty exchanges from the primary to the university level. Exchanges will be of mutual benefit and enhance the academic and cultural standings of each institution. The contractor shall be responsible for the following:

- C.2.4.1** Assisting in the successful execution of existing primary, secondary, and university level exchanges.
- C.2.4.2** Promoting exchanges that increase enrollment in District of Columbia colleges and universities.
- C.2.4.3** Identifying and encouraging university research exchanges that progresses work in the science and technology fields.
- C.2.4.4** servicing at least 2 colleges or universities located in Washington, DC.

C.2.5 DC GOVERNMENT ANNUAL VISITS

The contractor shall support DMPED’s international business efforts through hosting DC Government staff when they visit China by doing the following:

- C.2.5.1** Coordinating staff visits for DMPED officials. Providing basic package services to government, officials to include
 - C.2.5.1.1** roundtrip international economy plus flights and in country economy flights to Beijing, Shanghai, and other cities as dictated by mission focus;
 - C.2.5.1.2** scheduling meetings with government and business officials;
 - C.2.5.1.3** arranging all in-country hotel accommodations;
 - C.2.5.1.4** arranging ground transportation; and
 - C.2.5.1.5** providing interpretation and translation services
- C.2.5.2** DMPED will request visit support that may occur at a maximum of one time annually and include at minimum of two DC Official personnel.

C.2.6 SPECIAL PROJECTS

C.2.6.1 The contractor shall enhance the international standing of Washington, DC as a city of innovation, smart technology, entrepreneurship, and inclusion and providing recommendation for new initiatives for DMPED approval. As new District government programs and initiatives are introduced, partnerships and promotions will be encouraged and facilitated with Chinese government, firms, and institutions to spread the District's influence in the characteristics.

- C.2.6.1** Partner with other District agencies and institutions, as appropriate, to promote opportunities in business development and investment in the District. Refer to Attachment A for list of potential agencies.
- C.2.6.2** Partnerships with other Chinese cities that expand economic development and trade initiatives of the District.
- C.2.6.3** Engage with potential Chinese institutions, universities, firms and governments to introduce potential business development initiatives.

C.2.7 GENERAL SUPPORT:

Provide general support to DMPED that facilitates foreign direct investment in to and exports from the District.

- C.2.7.1** Designated office space in Shanghai and Beijing with facilities, furniture and equipment to host dedicated staff and meeting facilities.
- C.2.7.2** Staff dedicated to clients and projects. Including the Executive Director, there should be at minimum 2 support staff.
- C.2.7.3** Translation of government documents and District promotional material in both Mandarin.
- C.2.7.4** Meeting scheduling and interpretation services for District government, business, and institution representatives when in China
- C.2.7.5** Consulting services on Chinese business practices, customs, cultural and historical sensitivities, etc.
- C.2.7.6** Other similar services that enable businesses to enter the Chinese market and facilitate Chinese investments in the District.

C.2.8 ANNUAL BUSINESS DEVELOPMENT CONFERENCE

- C.2.8.1** Contractor shall coordinate annual conferences for potential Chinese investors in Beijing and Shanghai. DC representatives will attend to provide a promotional invest and business development management.
- C.2.8.2** Contractor shall coordinate representatives from government, institutes, firms and other potential investors to attend in the conference.

C.2.9 MONTHLY PROGRESS REPORT:

Contractor shall submit a comprehensive report on monthly basis providing details technical and financial tasks completed during the reporting period including the number of individual services provided, findings and recommendation related to the SOW, challenges and solutions and other details related to the project. Contract Administrator (CA) designated from DMPED shall review and approve the monthly report. Monthly report shall be submitted within five days from the end of reporting period.

C.2.10 ANNUAL REPORT:

Contractor shall submit one (1) annual report demonstrating a summary of all monthly progress reports as explained in scope C.2.9. The Annual report shall demonstrate both narrative and financial illustration of the reporting period. Contract Administrator (CA) designated from DMPED shall review and approve the annual report. Annual report shall be submitted within 15 days from the end base year end date along with final invoice.

SECTION D: PACKAGING AND MARKING

- 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 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)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from the date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the CA identified in section G.9 in accordance with the following:

Contract Line Item No. (CLIN)	Item Description	Qty.	Format and Method of Delivery	Due Date
0001	Investment Attraction	Unlimited	Personal Assistance via in-person, email, phone.	3 days* upon the receipt of the Request.
0002				
0003	District Business Expansion	Unlimited	Personal Assistance via in-person, email, phone.	3 days upon the receipt of the Request.
0004				
0005	Tourism Promotion	Unlimited	Personal Assistance via in-person, email, phone.	3 days upon the receipt of the Request.
0006				
0007	Educational Exchange	Unlimited	Personal Assistance via	3 days upon the receipt of

0008			in-person, email, phone.	the Request.
0009	Dc Government Annual Visits	Per Request	Visit	3 weeks from the date of request.
0010				
0011	Special Projects	Unlimited	Personal Assistance via in-person, email, phone.	3 days upon the receipt of the Request.
0012				
0013	General Support	Unlimited	Personal Assistance via in-person, email, phone.	3 days upon the receipt of the Request.
0014				
0015	Annual Business Development Conference	Per Request	Visit	3 weeks from the date of request.
0016				
0001 thru 0016	Monthly Progress Report in reference to task C.2.9	12	MS Word format	5 days from the end of reporting period.
0001 thru 0016	Annual Report in reference to task C.2.10	1	MS. Word & Excel Format	15 days from the end of reporting period.

Note: * Business Days

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared and submitted electronically to:
edrcap.invoices1@dc.gov.
- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
 - G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
 - G.2.2.2** Contract number, purchase order number and invoice number;
 - G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
 - G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
 - G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - G.2.2.6** Name, title, phone number of person preparing the invoice;
 - G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
 - G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance

with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 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 in accordance with the agreed upon delivery schedule"; and
- c) Presentation of a properly executed invoice.

G.4.2 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES

Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

G.4.3 COST REIMBURSEMENT CEILING

- G.4.3.1** Cost reimbursement ceiling for this contract is set forth in Section B.3.
- G.4.3.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.
- G.4.3.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.
- G.4.3.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.4.3.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

- G.4.3.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.4.3.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.4.3.8** If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.4.3.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3 unless the change order specifically increases the cost reimbursement ceiling.
- G.4.3.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, 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:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) 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
- b) 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.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 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:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act 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.

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST
Director of Contracts, Procurement and Grants
Office of the Deputy Mayor for Planning and Economic Development
1015 Half Street, S.E., Suite 675
Washington, D.C. 20003
Direct: (202) 724-8111 Fax: (202) 727-9006
Email: jacque.mcdonald@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

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

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 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

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

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

Gizachew Andargeh, CGBP
International Business Manager
Office of the Deputy Mayor for Planning and Economic Development
1350 Pennsylvania Avenue, N.W., Suite 226
Washington, D.C. 20004
Phone: (202) 741-8812
Email: gizachew.andargeh@dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 9 date January 10, 2018 (Attachment J.2), issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter 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 this chapter, within 10 days of the notification.

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

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

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

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

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

- H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14, Disputes**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

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

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

H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

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

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

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

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3** If the CO determines the Contractor’s failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default**.

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (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.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

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

H.11 **RESERVED**

H.12 **RESERVED**

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

Delete Article 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 Article 42, Rights in Data) in its place:

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such

subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

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

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

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

If 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 Grantee and subcontractors.

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, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, 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 (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
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, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability

insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

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

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

- G. NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. 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:
Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST
Director, Contracts, Procurement and Grants
Office of the Deputy Mayor for Planning and Economic Development
1015 Half Street SE, Suite 675
Washington, DC 20003

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).

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this solicitation 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) Contractor Proposal/Budget

I.11 DISPUTES

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

14. Disputes

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

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (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.12 COST AND PRICING DATA

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.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the contract 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 www.ocp.dc.gov click on “Solicitation Documents”
J.2	U.S. Department of Labor Wage Determination - Determination No. 9 2015-4281, revision date January 10, 2018.
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice 2018 available at www.ocp.dc.gov click on “Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet 2018 available at www.ocp.dc.gov click on “Solicitation Documents”
J.7	Insurance Certificate – MBC Shanghai Co. Ltd