



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

ATTACHMENT D

SPECIAL PROVISIONS

GOODS AND SERVICES CONTRACTS

RFP 17-PR-CFO-42
Financial Staff Augmentation Services

1. Type of Contract

The contract awarded under this RFP shall be Fixed Hourly Rate (Labor Hour).

2. Term of Contract

2.1 The term of the contract shall be for a period of one (1) year from the award date, subject to the DC Water option to extend the term of the contract in accordance with paragraphs 2.3.2 and 2.3.3 below.

2.2 Option Periods. If DC Water determines it to be advantageous, it may extend the term of the contract for two (2) one-year periods or a fraction of a year.

2.3 Option to Extend the Term of the Contract

2.3.1 DC Water may extend the term of this contract by written notice to the contractor before the expiration of the contract; provided that the DC Water gives the contractor a preliminary written notice of its intent to extend at least thirty days before the contract expires. The preliminary notice does not commit DC Water to an extension. The exercise of this option is also subject to the availability of funds at the time of the exercise of the option.

2.3.2 The prices for the option period shall be as specified in the contract.

2.3.3 If DC Water exercises this option, the extended contract shall be considered to include this option provision.

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

3. Cancellation of Orders

Purchases made under this contract are for products specified herein. Time is of the essence in furnishing the goods ordered. DC Water reserves the right to cancel orders and/or refuse delivery of goods if the items ordered are not furnished with the time specified in the contract.

4. Standard of Performance:

The contractor agrees to provide a high standard of professional service and will exert its best efforts within the time and funds available for the program. In determining whether the contractor has performed accordingly, it is understood and agreed that DC Water may measure the amount and quality of the effort against the representations made by the contractor in its written proposal.

5. Quantity Increase/Decrease:

DC Water make no guarantees regarding the level of activity that may take place during the life of this contract. DC Water is furnishing prior activity such that the contractor can choose to use this data to draw its own conclusions regarding participation levels. Exact quantities of the services to be ordered are not known.

6. Payment and Invoices:

6.1 Invoices will be submitted and paid as indicated on the individual purchase orders.

6.2 Contractor shall submit invoices in duplicate, (original and one (1) copy). Invoices must contain the following:

1. Contract No.;
2. Purchase Order No.;
3. Services/resources covered by the invoice (billing period); and
4. Documents to support submitted costs for services/resources ordered.

6.3 Invoices shall be mailed in duplicate to the address below:

The District of Columbia Water and Sewer Authority
Accounts Payable
5000 Overlook Avenue, SW, Fourth Floor
Washington, D C 20032

Invoices can also be emailed to Accounts.Payable@dcwater.com.

6.4 The contractor shall prepare verification data of any items questioned for the amount claimed and provide complete cooperation during such investigation.

7. Assignment of Anti-Trust:

For good cause, and as partial consideration for executing this contract, the contractor, acting by and through its duly authorized agent, hereby conveys, sells, assigns and transfers to DC Water all rights, title and interests in and to all causes of action it now holds or hereafter may acquire under the anti-trust laws of the United States, the District of Columbia, or any state or territory, relating to the particular goods, materials or services purchased in connection with this contract.

8. Delays and Extension of Time:

No extensions of time nor changes in price will be allowed due to any delays, provided however, that should delays occur which are beyond the control of the contractor, and without any fault on the part of contractor, which delays the completion of the work beyond the completion date specified in the order(s), DC Water agrees at its sole option whether to provide the contractor an extension of time equal to that caused by such delays or to allow the contractor an equitable adjustment in the price provided that the contractor agrees to complete the work within the original complete date. The contractor must submit any claim for delays (either for an extension of time or an equitable adjustment in price) in writing within thirty (30) days of the event giving rise to the delays, or any right to an extension of time or an adjustment in price will be deemed to have been waived by the contractor.

9. Cancellation Ceiling:

In the event of cancellation of the contract because of non-appropriation for fiscal year 2018, or any option years, there shall be a cancellation ceiling of zero dollars, representing reasonable pre-production and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

10. Safety:

The contractor shall comply with all federal, state, local, and DC Water safety and environmental regulations, laws, standards, etc. as it relates to the work being performed. DC Water reserves the right to make changes or amendments to these safety requirements at any time.

11. Contract Administration:

14.1 Contracting Officer: The Contracting Officer is the only person authorized to contractually bind the Authority. The Contracting Officer shall be the General Manager or designee, District of Columbia Water and Sewer Authority, 5000 Overlook Ave., SW, 3rd floor, Washington, D C 20032.

14.2 The Contracting Officer Technical Representative (COTR) is designated by the Contracting Officer as the liaison between the contractor's management and the Contracting Officer in routine matters constituting general program direction within the scope of the contract. The COTR(s) for the contract(s) awarded will be designated at time of award or shortly thereafter.

12. Insurance:

Prior to commencement of any contract work of any nature, and in addition to other insurance, bonds, or securities required by law or under contract terms, the contractor shall procure and maintain, during the life of the contract all required insurance coverage detailed in the District of Columbia Water and Sewer Authority General Provisions Goods and Services Contracts, Part 13, Insurance Requirements, subsection 13.1 through 13.12.

13. Compliance With Local, State, And Federal Rules, Regulations And Laws:

The Contractor shall comply with all applicable rules, regulations, laws, orders, and codes of the Federal, States, and local governments as they pertain to this contract.

14. Proprietary Information Received From DC Water:

For a period of ten (10) years from the date of receipt of information provided to the Contractor by DC Water that is clearly marked and labeled "Confidential" hereafter referred to as "DC Water Confidential Information," the Contractor shall maintain all DC Water confidential information in confidence and shall not disclose same to any third party. In protecting such information from disclosure, the Contractor shall use at least the same degree of care as it normally uses in the protection of its own confidential and proprietary information of like kinds. Such degree of care shall be no less than the prevailing standard of reasonable care in the Contractor's industry. Upon discovery of an inadvertent or accidental disclosure, the Contractor shall promptly notify the DC Water of such disclosure and shall take all reasonable steps to retrieve the disclosed information and prevent such further disclosure. Contractor shall return any proprietary information to DC Water when the proprietary information is no longer being used by the Contractor.

-END OF SPECIAL PROVISIONS -