

## GENERAL TERMS AND CONDITIONS

1. Additions and/or Deletions of Service: UPO reserves the right to add and/or delete goods or services to any contract entered into with the contractor. Should a requirement be deleted, payment to the contractor shall be reduced proportionally to the amount of service reduced in accordance with the bid/proposal price. Should additional services be required from the contract, prices for such additions will be negotiated between the contractor and UPO.
2. Termination of Contract: Any contract entered into between UPO and a bidder/proposer may be terminated, in whole or in part, by UPO at its convenience if it determines termination is in its best interest. UPO shall terminate the agreement by delivering a Notice of Termination specifying the extent of the termination and the effective date. All approved services will be paid by UPO in accordance with the terms of the contract.
3. Cancellation of Contract: Any contract entered into between UPO and a bidder/proposer that is canceled by either party shall in no way relieve the proposer/contractor of its responsibility to complete any and all work in progress at the time of the notice and for which payment has been received by the contractor. All approved services will be paid by UPO in accordance with the terms of the contract.
4. Licenses: By submitting a bid/proposal, bidder/proposer certifies that it has procured, and shall maintain in full force, all permits and licenses required to conduct its business lawfully and that it shall remain informed of and in compliance with all federal and local laws, ordinances and regulations that affect in any manner contractor's fulfillment of the contract.
5. Anti-Kickback Provision: Any contract entered into between UPO and a bidder/proposer is subject to the provisions of the Anti-Kickback Enforcement Act of 1986. By agreeing to any binding agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of UPO for the purpose of obtaining this or any other agreement, purchase order or contract from UPO and (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act.
6. Non-Collusion/Fraud: By submitting a bid/proposal, the bidder/proposer warrants and certifies that neither the bidder/proposer nor its employees or associates has contacted any unauthorized UPO employee, officer or elected official regarding the contents of this solicitation or the solicitation process. Bidder/Proposer further warrants and certifies that neither bidder/proposer nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in response to this solicitation. If at any time it shall be found that the bidder/proposer or its employees or associates has, in presenting of its bid/proposal, colluded with any other party or parties for the purpose of preventing or restricting free competitive bidding, its bid/proposal shall be immediately rejected. Any contract awarded prior to the UPO's discovery of bidder/proposer's collusion shall be terminated and bidder/proposer shall be liable for all of its damage sustained by the UPO as a result of bidder/proposer's collusion. Collusive bidding is a violation of District of Columbia and federal law and can result in fines, prison sentences, and civil damage awards. Bidder/Proposer's

signatory agrees to abide by all conditions of this bid/proposal and certifies that he/she is authorized to sign the bid/proposal for the bidder/proposer.

7. Equal Opportunity: The proposer agrees not to discriminate against any employee or applicant for employment on account of any services, or activities made possible by or resulting from this solicitation on the grounds of actual or perceived sex, race, color, religion, national origin, age, marital status, disability, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, source of income, place of residence or business, veteran status or any other characteristic protected under federal or District law. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by UPO which may result in ineligibility for further UPO contracts. The proposer shall at all times in the proposal and contract process comply with all applicable UPO, DC, and federal anti-discrimination laws, rules, regulations and requirements thereof.

8. Right to Audit: UPO shall have the right to audit all invoices submitted by the contractor. The organization shall have the right to audit all relevant data upon which the contractor's fees are based. Contractor shall provide UPO with a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Director of Facilities or the Office of Finance.

9. Informal Communications: From the date of receipt of this solicitation by each bidder/proposer until a binding contractual agreement exists with the selected contractor and all other bidders/proposers have been notified, or when UPO rejects all bids/proposals, informal communications regarding this procurement shall cease. There shall be no requests from bidders/proposers to any Office or Department at UPO with the exception of contact for information, comments, etc., and they shall be emailed.

10. Formal Communications: From the date of receipt of this solicitation by each bidder/proposer, until a binding contractual agreement exists with the selected contractor, and all other bidders/proposers have been notified, or when UPO rejects all bids/proposals, all communication between UPO and the bidders/proposers will be formal emails.

11. Costs Incurred: Any costs incurred by bidders/proposers in preparing or submitting a bid/proposal or subsequent oral presentation/demonstration shall be the bidder/proposer's sole responsibility.

12. Minority/Women-Owned Business Enterprises: Pursuant to Federal Acquisition Regulations and UPO's procurement policy, UPO may offer contracting opportunities to small and minority firms, women's business enterprises, and labor surplus area firms to the extent possible.

13. Federal, State and Local Taxes: UPO is exempt from State and federal taxes. Such taxes shall not be included in quoted prices, but if any taxes are known by the contractor to apply, they shall be shown separately. If not shown, they shall be considered an expense of the proposers and deemed a part of the quoted prices.

14. Payment Terms: Preferred invoice payment terms will be 2/10 net 30 days from the date of invoice. In the event there is a discrepancy between the order and the invoice, payment terms shall be effective starting on the date the discrepancy is resolved. Monies due or to become due to the contractor under the contract may be retained by UPO as necessary to satisfy any outstanding claim which UPO may have against the contractor. At any time or times before final payment and three years thereafter, UPO may have the contractor's invoices or vouchers and statement of cost audited.

15. Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

16. Indemnification: Any contract entered into between UPO and a proposer shall contain the following indemnification clause, altered at the sole discretion of UPO: "Contractor shall indemnify, protect, defend and hold harmless UPO, its directors, officers, employees, and representatives from and against any and all claims arising from or connected with: (1) any alleged or actual breach by the contractor or (2) any act or omission by the contractor and only to the extent such claim arises by negligence or intentional misconduct or as may be allowed under applicable law. Monies due or to become due to the contractor under the contract may be retained by UPO as necessary to satisfy any outstanding claim which UPO may have against the contractor."

17. Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

18. Insurance: Any proposer entering into a binding agreement with UPO shall, at all times, at its own expense, obtain and carry comprehensive liability insurance including errors and omissions coverage, property damage insurance and workers' compensation insurance in adequate amounts. Contractors shall keep such insurance in force for the duration and term of this agreement. All certificates of insurance or evidence of insurance must contain a thirty (30) day written notice of any cancellation, change, or termination of coverage. The insurance required shall be obtained from insurance company(ies) licensed to do business in the District of Columbia and shall be kept in force for 90 days after the last payment under the contract.

- o Workers' Compensation Insurance providing statutory limits for the District of Columbia.
- o Business Automobile Liability Insurance with a minimum of \$1,000,000 per occurrence.
- o Commercial General Liability Insurance coverage with a minimum of \$1,000,000 per occurrence / \$2,000,000 aggregate limit.

The contractor shall provide immediate notice in the event there is any change of insurance or that it has reached the insurance limits due to claims made.

19. Termination for the Convenience of UPO: The performance of work under this Contract may be terminated by UPO in whole or in part whenever UPO shall determine that such termination shall be affected by delivery to the Contractor of a notice such termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. UPO shall pay to the Contractor for work completed as of the effective date of such termination.

20. Contracts In Default: UPO may declare the Contract in default for any one or more of the following reasons as determined by UPO in its sole discretion:

- 1) Failure or refusal to comply with an instruction of UPO within a reasonable time.
- 2) Failure or refusal to perform any defective or unacceptable work.
- 3) Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- 4) Failure to prosecute the work in accordance with the agreed schedule or completion.
- 5) Disregard of laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or the violation of any construction of safety codes.

21. Procedure for Declaring Contract in Default: UPO may declare the Contract in default by giving written notice to the Contractor to that effect. Said notice shall contain the reason or reasons for default and shall fix a day certain, not less than fifteen (15) consecutive calendar days after the date of said notice, when the Contract shall be declared in default, unless the Contractor remedies the default to UPO's satisfaction or makes satisfactory arrangements with UPO for its remedy prior to the day certain fixed in said notice for declaring the Contract in default. If the Contractor fails to remedy the default or to make satisfactory arrangements for its remedy prior to the date set for declaring the Contract in default, or any extension thereof, the Contract shall be declared in default.

22. Completion of Contracts in Default: If for any reason a Contract is declared in default, UPO without process or action at law, may take over all or any portion of the work and complete it at UPO's option for the account and at the expense of the Contractor.

### **OTHER TERMS AND CONDITIONS:**

1. Addendum: In the event that it becomes necessary to revise this solicitation, in whole or in part, an addendum will be posted on the UPO website.

2. Completed Bids/Proposals: A bidder/proposer may submit no more than one (1) bid/proposal in response to this solicitation. The bid/proposal shall be completed and signed by an individual who is authorized to bind the firm which is submitting the bid/proposal.

3. Withdrawal of Bids/Proposals: At any time prior to the time and date for submitting bids/proposals, a bidder/proposer may withdraw the bid/proposal. This will not preclude the

submission of another bid/proposal prior to the time and date set for submitting the bid/proposal. After the scheduled time and date for submitting bid/proposals, no bidder/proposer will be permitted to withdraw the bid/proposal unless the award is delayed for a period exceeding 60 days.

4. Receipt and Opening of Bids/Proposals: Bidders/Proposers are responsible to ensure their bid/proposal is delivered to UPO by the scheduled date and time. Only those bids/proposals which are received in a timely fashion as set forth in this solicitation will receive consideration.

Bids/Proposals received after the date and hour designated are automatically disqualified and will not be considered; late bids/proposals will be dated, marked as received late, and placed unopened in the file. Bidders/Proposers must pay particular attention to ensure the bid/proposal is properly addressed. UPO is not responsible if the bid/proposal does not reach the destination specified by the appointed date and time.

5. Contract Award Notification: When the evaluation process of the bids/proposals is completed; the selected bidder/proposer will be formally notified by email with conditional award notification. Other notifications will not be honored and should not be considered as a valid offer of award. The award is not, and should not be construed as, the formation of a contract, nor does it guarantee UPO will enter into a contract with the awarded bidder/proposer. A formal contract will be generated and supplied by UPO's Office of Legal Affairs, at its sole discretion.

6. Certifications: Any agreement resulting from this solicitation shall be subject to but not limited to the following certifications:

- Certification of Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Low Tier Covered Transactions under 45 CFR Part 76.
- Certification Regarding Lobbying under Title 31, US Code, Section 1352.

7. By submitting a proposal, the proposer represents that:

- a. The proposer has read and understands the solicitation and submits the response in accordance therewith.
- b. The proposer possesses the capabilities, equipment, and personnel necessary to provide an efficient and successful service.
- c. The proposer has all the required licenses and insurance.

8. No claim will be allowed for additional compensation or time for completion based on a lack of knowledge or lack of understanding of any part of the solicitation.