
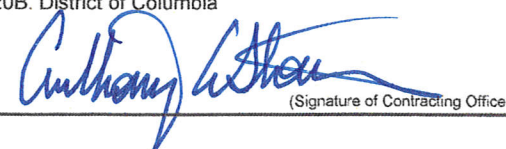


AWARD/CONTRACT		1. Solicitation Number CFOPD-19-R-001		Page of Pages			
				1	75		
2. Contract Number CFOPD-19-C-001		3. Effective Date See 20C	4. Requisition/Purchase Request/Project No.				
5. Issued By Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite E620 Washington, DC 20024		Code	6. Administered By (If other than line 5)				
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Deloitte Consulting LLP 1919 North Lynn Street Arlington, VA 22209-1742 Attn: Tab Warlitner; Tel: 571-814-7890 twarlitner@deloitte.com			8. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule Section F)				
			9. Discount for prompt payment				
Code			Facility		10. Submit Invoices in accordance with Section G.3		
11. Ship to/Mark For Office of the Chief Financial Officer Office of the Chief Information Officer Suite W350 1101 4th Street, S.W. Washington, DC 20024			Code	12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable 1100 4th Street, SW Suite E600 Washington, DC 20024			
13. Contract Type: Firm Fixed Price			14. Accounting and Appropriation Data				
15A. Item	15B. Supplies/Services		15C. Qty	15D. Unit	15E. Unit Price	15F. Amount	
1	Enterprise Financial System (EFS)		1	Lot	\$3,750,000	\$3,750,000	
Total Amount of Contract					\$3,750,000		
16. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	46
x	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
x	C	Description/Specifications/Work Statement	4	x	J	List of Attachments	74
x	D	Packaging and Marking	19	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
x	E	Inspection and Acceptance	20	K	Representations, Certifications and Other Statements of Offerors		
x	F	Deliveries or Performance	23				
x	G	Contract Administration Data	25	L	Instructions, conditions & notices to offerors		
x	H	Special Contract Requirements	29	M	Evaluation factors for award		
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 pdf</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or 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 you 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.			
19A. Name and Title of Signer (Type or print) Tab M. Warlitner				20A. Name of Contracting Officer Anthony A. Stover, CPPO or Dorothy Whisler Fortune, Esq., CPPO			
19B. Name of Contractor Deloitte Consulting, LLP		19C. Date Signed 5/10/2019	20B. District of Columbia		20C. Date Signed 6-3-19		
 (Signature of person authorized to sign)		 (Signature of Contracting Officer)					

SECTION B PRICE SCHEDULE

B.1 GENERAL INFORMATION

The Office of the Chief Financial Officer (“OCFO”) for the District of Columbia (“District”), has a need for a Contractor to provide services to scope, plan and implement a new Enterprise Financial System (EFS). The new EFS shall be an Oracle Cloud Financial, Project and Purchasing and Enterprise Planning and Budgeting solution to replace the District’s R*STARS mainframe-based financial system, SOAR.

B.2 CONTRACT TYPE

This is a Firm Fixed Price contract for the Blueprint and Operations services with a Requirements component for the implementation services based on firm, fixed unit prices.

B.3 PRICING SCHEDULE

- B.3.1 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated in the Pricing Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements. The Contractor shall not be responsible for providing services in the event the maximum contract amount is reached until the parties execute a written modification to the contract.
- B.3.2 The stated fixed unit prices shall be inclusive of all the Contractor’s direct cost, indirect cost, and profit including travel, material, and delivery. The price shall include all cost associated with the services described in and required by the Contract.
- B.3.3 The Contractor’s pricing worksheets are contained in **Attachment J.11, Pricing Schedules and Attachment J.17, Implementation Pricing Schedule.**

B.4 PRICING SUMMARY

- B.4.1 Firm Fixed Price Component: Blueprint Services (Six months)

CLIN NO.	Item Description	Total Price
01	Blueprint Phase: Work Plan (Section C.3.4.3(1))	\$187,500
02	Blueprint Phase: Fit/Gap Analysis (Section C.3.4.3(2))	\$375,000

03	Blueprint Phase: Requirements Traceability Matrix (Section C.3.4.3(3))	\$562,500
04	Blueprint Phase: Oracle Cloud Product Analysis and Recommendations (Section C.3.4.3(4))	\$187,500
05	Blueprint Phase: Integrations and Conversions Strategy (Section C.3.4.3(5))	\$375,000
06	Blueprint Phase: Desired End State Business Processes (Section C.3.4.3(6))	\$375,000
07	Blueprint Phase: Extension Strategy (Section C.3.4.3(7))	\$187,500
08	Blueprint Phase: Reporting Strategy (Section C.3.4.3(8))	\$187,500
09	Blueprint Phase: Configuration Plan (Section C.3.4.3(9))	\$375,000
10	Blueprint Phase: Implementation Strategy and Plan (Section C.3.4.3(10))	\$750,000
11	Blueprint Phase: Governance and Resource Plan (Section C.3.4.3(11))	\$187,500
Total Firm Fixed Price - (CLINs 01-11)		\$3,750,000

B.4.2 Price Summary

Description	Base	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6	Total
Blueprint Phase – Fixed Price	\$3,750,000							\$3,750,000
Implementation Phase (Attachment J.17)		\$13,700,396	\$9,325,363	\$6,796,081	\$5,477,003	\$642,170	\$0	\$35,941,013
Operations (Post Implementation Support and Warranty) – Fixed Price		\$57,967	\$2,051,550	\$2,092,590	\$2,288,939	\$2,005,511	\$0	\$8,496,557
Contract Year Total	\$3,750,000	\$13,758,363	\$11,376,913	\$8,888,671	\$7,765,942	\$2,647,681	\$0	
Grand Not to Exceed Total								\$48,187,570

[End of Section B]

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION

C.1.1 Purpose

- C.1.1.1 The Office of the Chief Financial Officer (“OCFO”) for the District of Columbia (“District”), seeks a Contractor to provide Blueprint and Implementation services for a new Enterprise Financial System (EFS). The new EFS shall be an Oracle Cloud solution including ERP and EPM components. The District seeks to deploy functionality to support business processes for Financial Management, Grants and Project Accounting, Purchasing, and Planning and Budgeting.
- C.1.1.2 The new EFS solution shall replace the District’s mainframe-based financial System of Accounting and Reporting (SOAR, but better known commercially as R*STARS) as well as replacing other legacy District systems. At the end of the Blueprint Phase, the Contractor shall have evaluated the key business functions identified by the District against the capability and maturity of the Oracle Cloud products to confirm the District’s EFS product selections.

C.1.2 Glossary

See **Attachment J.21** for the glossary of relevant terms contained herein.

C.2 BACKGROUND

- C.2.1 In 1999 the District implemented the R*STARS system as the District’s official accounting and reporting system of record (SOAR). Interface files from agency systems are uploaded to SOAR each night allowing the SOAR system to record financial transactions, make payments to vendors for services and goods provided, record and depreciate assets, manage fund transfers for payments and refunds, record journal adjustments, and at the end of the fiscal year create the Comprehensive Annual Financial Report (CAFR) and the accompanying Popular Annual Financial Report (PAFR).
- C.2.2 There are various interfaces to SOAR from other systems, such as Ariba for procurement, Peoplesoft for Payroll, the Budget Formulation Application (BFA) for budgetary controls on spending and obligations, and GenTax for tax data.

C.3 SCOPE OF SERVICES

C.3.1 Organizational Scope

- C.3.1.1 The services that are the subject of this contract shall encompass all the central financial operations offices including the Office of the Chief Financial Officer (OCFO), the Office of Budget and Planning (OBP), the Office of Finance and Treasury (OFT), the Office of Financial Operations and Systems (OFOS), the Office of Revenue Analysis (ORA), and

the Office of Tax and Revenue (OTR). In addition to the central offices, the six-agency financial operation ‘clusters’ are included in the organizational scope of this project including Economic Development and Regulation, Government Operations, Government Services, Human Support Services, Public Safety and Justice, and Education. Also included in the scope are three additional District organizations: Lottery and Charitable Games, Events DC, and the United Medical Center (a nonprofit hospital).

C.3.1.2 See **Attachment J.16** for an overview of the OCFO organizational structure.

C.3.1.3 There will be approximately 700 to 900 system users of the new EFS.

C.3.2 Software Scope

C.3.2.1 The Contractor shall implement the following Oracle Cloud modules:

- a) Oracle Financial Cloud Services
 - o General Ledger
 - o Accounts Payable
 - o Accounts Receivable
 - o Fixed Assets
 - o Cash Management
- b) Oracle Purchasing Cloud Services
 - o Oracle Purchasing Cloud services
 - o Oracle Supplier Portal Cloud services
- c) Oracle Project Cloud Services
 - o Project Costing
 - o Project Billing
- d) Oracle Grants Management Cloud Services
- e) Oracle Planning and Budgeting Cloud Services
- f) Oracle Advanced Access Controls Cloud Services
- g) Oracle Advanced Financials Controls Cloud Services

C.3.2.2 The Contractor shall confirm if the components of Oracle HCM Cloud Services will be required to interface with the PeopleSoft HR/Payroll application operated by the Mayor’s Office of the Chief Technology Officer (OCTO) for purposes of accessing personnel data for Budgeting and passing labor distribution data resulting from the District’s payroll to the new EFS.

C.3.2.3 The District, at its discretion, reserves the right to add or remove functionality or modules and the associated services.

C.3.3 Project Timing

NOTE: *The major segments of this project, Blueprint and Implementation, will be referred to as “phases” of the project. During the Implementation Phase, the periodic roll-out of production dates by agency/cluster will be referred to as “waves” of the Implementation Phase.*

C.3.3.1 Blueprint Phase - The Blueprint Phase is expected to span up to six months and include all DC agencies, including the central office and the six agency clusters across the District. At the end of the Blueprint period, the District, with the support of the Contractor, will re-examine all implementation assumptions and confirm the scope for planned implementation services.

C.3.3.2 Implementation Phase - The Contractor shall analyze all the assumptions during the Blueprint Phase. The District's initial assumptions regarding the EFS implementation timing include:

- a. The District estimates a project timeline of approximately five years for project implementation including the Blueprint Phase.
- b. Following Blueprint, Wave 1 of the Financial implementation will be deployment for the Office of the Chief Financial Officer (OCFO) and the central financial operations offices of the OCFO (see C.3.1) at the beginning of FY2021. (See (paragraph f) below regarding the deployment of Planning and Budgeting.)
- c. Deployment for Waves 2 through 7 will be six agency 'clusters' at intervals of no more than six months each. See Section C.3.1 for the six clusters. In addition to the six agency 'clusters', the Contractor shall recommend (as result of Blueprint Phase analysis) which of the six 'cluster' deployments will include The Office of Lottery and Charitable Games, Events DC, and United Medical Center.
- d. Following the go-live for implementation Wave 1, the District will be in a transition period with two accounting systems operating – SOAR and the new EFS. The District's initial assumption is that SOAR will remain the system of record and the CAFR will continue to be produced from SOAR until all agencies have been deployed at the end of Wave 7. This is expected to require Contractor-developed interfaces and crosswalks between SOAR and the new EFS during the transition period.
- e. The District currently uses Ariba for contracting and procurement, which is operated and supported by the Mayor's Office of the Chief Technology Officer (OCTO). Its initial assumption is that Ariba will continue to be used following deployment of the new EFS. The District expects that, at a minimum, contracting and solicitations will remain as Ariba functionality. The inter-operation and integration of these systems will be analyzed by the Contractor during the Blueprint Phase.
- f. The deployment for Planning and Budgeting may be delivered on a different timeline due to the budget cycle. The District expects that, when Planning and Budgeting goes live, all agencies will use it for developing the budget. The timing of the go-live and how the timing impacts the District's annual budget cycle is to be assessed by the Contractor. This transition will require interim Contractor-developed crosswalks between the new system and the legacy systems at a minimum, until Wave 7 when all agencies are using the new EFS for accounting and budget control.
- g. There will be 90 days of post-production support following the Wave 1 go-live and 45 days of post-go-live support following the delivery of Waves 2 through 7 into production. The Contractor shall also provide support for Waves 1 through 4 during its first fiscal year-end close, first budget book and first CAFR production.

C.3.4 Services Scope – Blueprint Phase

- C.3.4.1 During the Blueprint Phase, the Contractor shall collect all the information needed to prepare accurate and complete implementation plans, and to make recommendations and confirm foundational assumptions for the Implementation Phase of the EFS project. The post-implementation support periods shall also be factored as part of the implementation. The scope of the implementation effort will be confirmed during the Blueprint phase by the Contractor and the COTR.
- C.3.4.2 During the Blueprint Phase, the Contractor shall perform services in the following areas at a minimum:
- a. Ensure key personnel (see Section H.17) are on-site within 20 business days of contract award;
 - b. Provide the District with a detailed Blueprint work plan within ten business days of contract award;
 - c. Convert the current Oracle EBS perpetual licenses to Oracle Cloud licenses and implement the solution; review Oracle licensing to ensure proper licenses exist for the District to move forward with implementation;
 - d. Confirm and document specific Oracle Cloud applications, products, and number of licenses required (including but not limited to Oracle ERP, Oracle EPM, Oracle HCM, Oracle Middleware, Data Analytics, Security) and any tools or utilities needed to develop conversions, interfaces, reports and application extensions;
 - e. Provide analysis and recommendations regarding the maturity, stability, and roadmap of the most current publicly available release of Oracle Cloud;
 - f. Provide analysis and support for recommendations regarding the preferred version of Oracle EPM Solution (Hyperion) to be implemented at the District (e.g., EPM Cloud, Planning, Budgeting and Forecasting, EPM Platform, Financial Close and Reporting);
 - g. Meet with District stakeholder representatives from each of the central OCFO offices, cluster agencies and the Mayor's Office of Budget and Performance Management (OBPM) to confirm the scope of business functions and document requirements within finance and budgeting that will be supported by the new EFS including develop budget and execute, procure to pay, order to cash, acquire to retire, manage grants, manage projects, allocate costs, budget to report, monthly close, annual close, period, fiscal, and annual reports.
 - h. Produce a Functional Requirements document that includes the Desired End State requirements including technical requirements, and financial management, budget development, and revenue forecasting functional requirements;
 - i. Analyze and recommend how budget execution tasks (including but not limited to budget re-programming, grant budget modifications, and supplemental/ rescission budgets) should be performed in the new system, including whether these tasks will originate in Planning and Budgeting or in Financial Management;
 - j. Establish defined baseline for requirements change control to be used during design and test with a Requirements Traceability Matrix;
 - k. Provide the District with a comprehensive Fit/Gap Analysis for the full scope of implementing the financial and budgeting solutions; review already existing documentation from the previous implementation attempt; determine and analyze the

- gaps between the District functional and technical requirements and the Oracle Cloud solution; identify functional gaps (software missing needed functionality) and business process gaps (functionality exists in software but does not match District process).
- l. Propose alternatives (multiple, where possible) to address identified gaps from Fit/Gap Analysis and recommend solutions;
 - m. Confirm As-Is business processes and document Desired End State business processes;
 - n. Analyze and document integration requirements needed and produce the Integrations Plan, including other OCFO systems such as GenTax; various sub-ledger systems; Ariba (which may be on-premise or in the Cloud) and PeopleSoft (both Ariba and PeopleSoft HR/Payroll are third-party systems supported by the Mayor's Office of the Chief Technology Officer (OCTO)); and other District government systems and external data providers of the District;
 - o. Define a reporting strategy, with a catalog of current critical District reports and a crosswalk to Oracle reports that can fulfill similar reporting needs, including the Oracle product/module where the new report will be produced;
 - p. Define and document financial management and budget reporting capabilities required to meet the District agencies' needs such as the Budget Book, Comprehensive Annual Report (CAFR) and Popular Annual Financial Report (PAFR); identify the scope of reports to be developed versus the canned reports that are included with the Oracle Cloud product suite;
 - q. Identify and document how the District will produce the Budget Book, CAFR, and PAFR during the transition period when some agencies will be on the new financial and budgeting platform while other agencies will be on the legacy platform;
 - r. Document how the District will ensure no loss of financial transactional data or budgeting data with auditable accuracy and fidelity during the multiple deployments of periodic implementation go-lives;
 - s. Define the implementation strategy for the delivery of specific Oracle ERP and EPM Cloud software modules;
 - t. Provide an implementation project work plan to include implementation strategy by waves, operational support strategy by wave, Level 4 detail project task plan, resources loaded and leveled, anticipated deliverable milestones, timelines for review and approval of all documents including deliverables, decision documents, and work products;
 - u. Define instances and environments to be managed through implementation and production cutover, the migration path to keep multiple instances current, and the overall strategy and responsibilities for maintaining multiple environments;
 - v. Propose a configuration plan that includes recommendations for the organization structure, including number of ledgers and operating units, and financial structure including the chart of accounts;
 - w. Develop interface, conversion and extension strategy; itemize and estimate the development work to be included as part of the implementation;
 - x. Integrate the Contractor's resource plan with the District's proposed Governance and Resource plan; illustrate the proposed integrated team reporting structure;
 - y. Define and document change request process to be used during implementation; and,
 - z. Detail any implementation technical work that will be performed at Contractor's off-site locations within the U.S. All implementation leads/managers, and all

functional/process area and quality assurance team members will be on-site. The number of offsite technical resources cannot exceed 40% of the total number of resources.

C.3.4.3 The minimum set of deliverables to be produced during the Blueprint Phase shall include:

1. **Blueprint Phase Workplan.** This workplan documents the tasks, hours, staffing, milestones, dependencies, and the timeline for the overall phase.
2. **Fit/Gap Analysis.** The Fit/Gap Analysis lists the requirements, business processes and configuration issues that must be addressed for the implementation to be successful. Each gap will include a proposed plan to resolution.
3. **Requirements Traceability Matrix.** This document includes the Desired End State requirements including technical requirements, and financial management, budget development, and revenue forecasting functional requirements. This matrix provides a tool for management and analysis of the requirements including reconciliation and traceability through the implementation of the project.
4. **Oracle Cloud Product Analysis and Recommendations.** This report shall document the recommendations regarding products, modules, tools, utilities, and license counts for software that will be required for the project. It includes the recommendations regarding the maturity, stability, and roadmap of the most current publicly available release of all software. The report shall also provide the data used to support the recommendations.
5. **Integrations and Conversions Strategy.** This document shall outline the approach for delivering permanent and temporary interfaces / integrations and one-time, repeatable conversions during the implementation. The document shall include integration design guiding principles, proposed integration project time line, integration methodology, integration roles and responsibilities, and a preliminary list of District interfaces and integrations. The conversion plan section includes a list of data conversions relevant to the scope of the project, timeline and methodology. It also outlines the data transformations needed to convert legacy data from the source system into the new format.
6. **Desired End State Business Processes.** This report includes both graphic and narrative representations of the major “future state” business processes. Graphical illustrations should be two-level swim lane diagrams that include process steps, named roles/ organization units, approval steps, and routing/flow.
7. **Extensions Strategy.** This document shall define the general approach for developing extensions if needed, including guiding criteria for extension approval and extension development methodology, processes and tools.
8. **Reporting Strategy.** The deliverable shall identify the major legacy reports that will be impacted by the project. The report shall identify the new standard reports that will be in scope, the source of these reports (which product/module) and the custom reports to be developed to support business operations. For custom reports, an estimate of the complexity level of the reports shall be included.
9. **Configuration Plan.** The Contractor shall document the process to lead the District through configuration of all application software in accordance with future state business process design. The plan shall document how the Configuration plan ensures data integrity, application security and data privacy as required.
10. **Implementation Strategy and Plan.** Building on the implementation approach

presented in its proposal, this implementation strategy includes the updated implementation approach, the deployment across multiple waves, and how the District will operate in dual environments for the duration of the implementation until all organizational units are converted to the new system. The implementation plan shall be developed in Microsoft Project or SmartSheet and include activities, tasks, dependencies, resources, deliverables, milestones, and Gantt timeline. The implementation plan shall be based on the Contractor's methodology and approach for transitioning organizations to the Oracle Cloud. This deliverable shall describe the process for overall project management standards, deliverable management, project controls, status reporting, time reporting, issue and risk management plans. The implementation plan shall be used to document the proposed implementation pricing schedule including hours by resource and associated cost.

11. **Governance and Resource Plan.** This report shall document the District's governance policies and applicable governance bodies for the project, inclusive of Executive, Steering, Advisory and other committees or councils. A project governance and organization chart, including proposed project team members (including District, Contractor and other vendors) should be included. The report shall also include any recommendations from the Contractor regarding project governance.
12. **Status Report (Weekly and Monthly).** Weekly Status reports shall minimally include the status of each project task/activity, risk and issues, decisions requested, and changes needed. Monthly Status reports shall also include a cost variance report comparing planned project progress to actual progress.

C.3.4.4 All work products, reports and deliverables (including all elements of the implementation plan, work plan and statement of work) produced by the Contractor during the Blueprint Phase shall be the property of the District. As such, the Contractor shall refrain from including any proprietary or copyrighted materials as part of any Blueprint or Implementation Services work product.

C.3.4.5 The Contractor shall provide all Blueprint consulting resources work on-site and be available to District team members. The District project office will be based in Washington, DC, the primary location for on-site work. The Contractor shall ensure resources are on site as needed by the District, currently expected to be Monday morning through Thursday close of business (core work hours are 9 am to 5 pm). The District reserves the right to alter the on-site work schedule with one week notice to the Contractor.

C.3.5 Services Scope – Implementation Phase

C.3.5.1 The Implementation Phase shall include the following:

- C.3.5.1.1 Plan
- a) Project Management
 - b) Project Management Plan
 - c) Risk Management Plan
 - d) Staffing Management Plan
 - e) Project Team Training

f) Other Planning and Preparation

C.3.5.1.2 Design

- a) Analysis and Design
- b) Solution and Business Process Design

C.3.5.1.3 Configure and Build

- a) Software Configuration
- b) Security Configuration
- c) Integration and Interfaces Design
- d) Integration and Interfaces Development
- e) Data Conversion Design
- f) Data Conversion Development
- g) Extension Design
- h) Extension Development
- i) Reports, Queries, and Forms Design
- j) Reports, Queries, and Forms Development

C.3.5.1.4 Test

- a) Data Conversion Execution and Management
- b) Unit Testing
- c) Functional Testing
- d) System Testing
- e) Regression Testing
- f) Integration Testing
- g) Performance Testing
- h) User Acceptance Testing (UAT)

C.3.5.1.5 Deploy

- a) Operations and End User Documentation
 - 1. Operations Manual
 - 2. Systems Administration Manual
 - 3. Maintenance Manual
- b) Knowledge and Skills Transfer Process
 - 1. Training Plan
 - 2. User Manual
- c) Cutover and Transition Detailed Plan
- d) Implementation/Deployment (roll-out) Support
- e) Post Go-Live Stabilization Support
 - 1. Help Desk services to resolve queries on basic and advanced features, product bugs or failures reported to the District staff on the EFS software product and escalate problems to a resolution, which shall include, but not limited to, application troubleshooting. Contractor to provide these services during installation and through warranty period. The Contractor shall be available to address those issues that the District cannot resolve.
 - 2. Provide, apply and test all updates related to system security, operating system and database that are required for the EFS software.
 - 3. Provide on-going maintenance and support of the Development,

“Sandbox”, Testing and Production environments.

4. Provide, apply, and test EFS software updates including new versions, fixes, and patches. The District shall be notified and approve all updates.

- C.3.5.2 The services within scope for implementation will be confirmed during the Blueprint Phase and finalized in the District approved Implementation Strategy and Plan.
- C.3.5.3 The District shall have ancillary contracts for services related to organizational change management (OCM), communications, and end user role-based training (that would encompass new business process and hands-on application training). Additionally, the District shall have an Independent Verification and Validation (IV&V) services contract for the project. The Contractor providing implementation or OCM services is not eligible for award of the IV&V services for this project.
- C.3.5.4 The Contractor shall employ a rigorous, proven project management (PM) methodology that uses an iterative approach for implementation of the agreed software scope. All Contractor personnel shall be experienced (at least three (3) years working on projects of similar scope and size) or trained in project management methodology.
- C.3.5.5 The Contractor shall provide all services necessary, other than OCM, communications and end user training, to deploy the software scope listed in Section C.3.2 for the organizational scope shown in Section C.3.1.
- C.3.5.6 The Contractor shall ensure that the Design sub-phase of the implementation project shall include OCFO and program representation from different agencies so that a good cross-section of stakeholders has input in the initial design of the system. The Contractor shall also ensure that any design considerations from integration with PeopleSoft Human Resource/Payroll, Ariba, GenTax and other major legacy systems will be considered during this initial Design phase.
- C.3.5.7 Project Management Services: The Contractor shall provide a Project Manager for the duration of the implementation project who will partner with the District’s Project Management Office as the primary managers and coordinators for all implementation efforts. The Contractor shall be expected to provide at least one Organizational Change Management (OCM) resource as a liaison/point of contact who will coordinate closely with the selected OCM Contractor during all phases of the implementation project.
- C.3.5.8 Functional/Process Area Team Services: The Contractor shall provide expertise and manage configuration in all functional areas in partnership with District subject matter experts and process area leads, with the understanding that District SMEs will make final business decisions. The Contractor functional consultants shall conduct knowledge transfer sessions, brown bags, and educate the District SMEs to support and advance the system through releases and adoption of new functionality after go-live of the EFS.
- C.3.5.9 In addition, the Contractor shall provide ninety (90) days of post-production support following the Wave 1 go-live, 45 days of support following Waves 2 through 7, and support for the first fiscal year-end close, the first budget book and the first CAFR production for Waves 1 through 4. Since most of this post-production support will

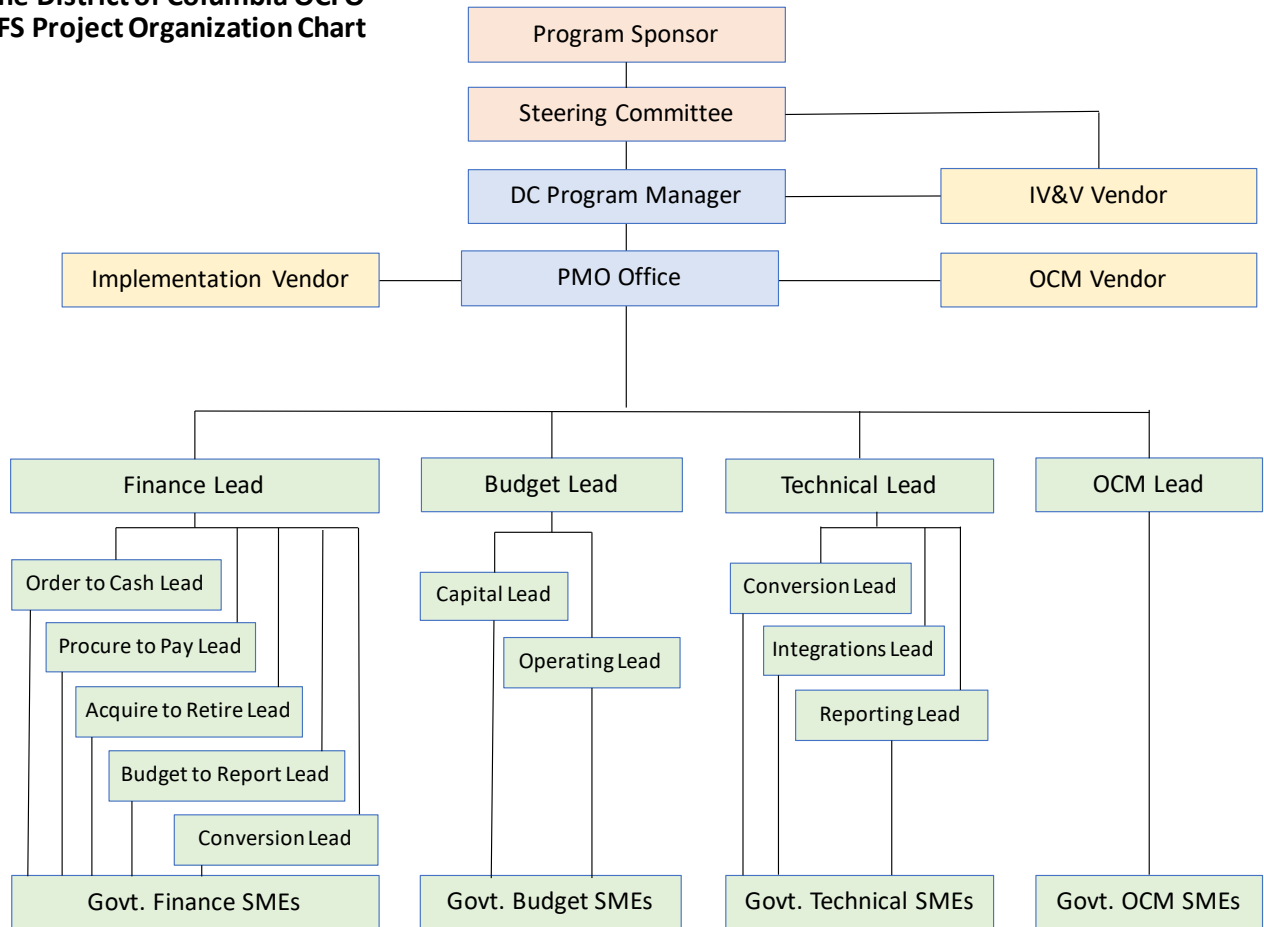
overlap with the start of a new implementation wave, the Contractor shall need additional resources dedicated to post-production support while other resources are working on the next implementation wave and preparing for go-live. The Contractor shall be expected to distinguish between implementation and support resources within the implementation cost price proposal.

- C.3.5.10 Technical Team Services: The Contractor shall lead, manage and coordinate all technical team work. The Contractor shall assume that it is the manager for all integrations, interfaces, data conversions, custom reports, extensions and similar technical items agreed upon in the Statement of Work. The District will be responsible for technical work such as extracting data from legacy systems for conversion and data integration, and for legacy data cleansing, as agreed in the Statement of Work. The initial scope for data conversions, integrations and interfaces has been provided as attachments to this RFP (see RFP Section J). The District also expects that the timing of roll-out by agency/cluster of the new EFS will require development of certain temporary or interim interfaces, and the Contractor shall be responsible for this development. The technical effort to analyze, design, code, conduct code review and code performance review, test and deploy these development items shall be included in the contractor's price. The Contractor shall provide code review, code performance review and unit test results for the District review and approval. In addition, the Contractor shall be responsible for developing design documents, deployment documents, and coding standards. All design and development shall require sign-off from the District before proceeding.
- C.3.5.11 Organizational Change Management Services: All project services related to organizational change management, communications and end user training will be acquired by the District through separate procurements.
- C.3.5.12 The Contractor shall ensure that web-based collaboration/meeting tools and other enabling technology will be used extensively during the project. With the use of technology, there are technical activities that could be done by the Contractor off-site which is acceptable to the District. However, no more than 40% of the total project effort may be conducted off-site. Also, the project shall not use off-shore resources.
- C.3.5.13 The Contractor shall ensure that all process area (functional) resources, technical leads and architects (if any), project management and quality assurance resources work on-site and be available to District team members. The District project office will be based in Washington, DC, the primary location for on-site work. The District expects on-site resources to be present as requested by the District, currently scheduled to be Monday morning through Thursday close of business (core work hours are 9 am to 5 pm). The District reserves the right to alter the on-site work schedule with one week notice to the Contractor.
- C.3.5.14 The Contractor shall provide an implementation project work plan to include implementation strategy by waves, operational support strategy by wave, Level 4 detail project task plan, resources loaded and leveled, anticipated deliverable milestones, timelines for review and approval of all documents including deliverables, decision documents, and work products, and a fixed not to exceed cost for the Implementation Phase of the project.

C.3.6 Anticipated Project Organization

C.3.6.1 The following chart provides a high-level governance and anticipated organizational structure for the District EFS Project. The Contractor shall have, at the minimum, leads and SMEs corresponding to the District leads and SMEs (“two in the box” staffing).

The District of Columbia OCFO EFS Project Organization Chart



C.3.6.2 The District will follow standard project management principles to secure executive sponsorship, system setup and configuration decisions, to-be business process approval, and to ensure effective planning of project activities and utilization of resources.

C.3.6.3 The Program Sponsor will be responsible for executive communications on project-related matters, providing executive input to the Steering Committee, and setting the high-level strategy for the project. The Program Sponsor will negotiate and determine the availability of District project resources as required.

C.3.6.4 The Steering Committee members will be responsible for communications on project-related matters, providing input to the Project Management Office (PMO), disseminating

project information within their organizations, and advocating for the implementation of approved standardized business processes and data across all agencies and departments. The Steering Committee will forward to the Contracting Officer any requests to approve all significant modifications to designed business processes and other significant changes to the system as delivered.

- C.3.6.5 The PMO will be led by the District Program Manager, who is a 100% dedicated critical resource. Working with the Implementation Services Project Manager and the OCM Services Project Manager, the Program Manager will also be responsible for making recommendations to the Steering Committee after reviewing all standardization and/or configuration of the EFS as provided by the Functional/Process Area Teams. The PMO will also review and provide resolution to project issues submitted by the project team and, if needed, will submit/escalate project issues to the Steering Committee. The PMO ensures compliance with EFS project goals, objectives, project management guidelines, project standards, project scope, quality management, project budget, reporting and documentation procedures. It ensures District project staff and Contractor resources are leveraged effectively across the project and reviews and recommends approval of project deliverables. Finally, the PMO is responsible for managing the project work plan and overall project budget, monitoring activities of the EFS project team, timelines, issues and risks. This includes overall responsibility for reporting regularly on the status of project activities, milestones, and deliverables.
- C.3.6.6 The Technical and Functional/Process Area teams are comprised of subject matter experts that will be responsible for the design, development, standardization and/or configuration, and testing of business processes.
- C.3.6.7 The OCM team will oversee the organizational change management, communication and training needs of end-users. These teams will submit unresolved project issues to the PMO, as needed.
- C.3.6.8 The EFS project will be overseen by an independent IV&V firm. The Implementation contractor and OCM contractor shall meet with the IV&V contractor and provide project information regarding status, progress, issue, and impediments to the IV&V firm on a regular basis throughout the implementation project.

C.3.7 District Resources Provided

- C.3.7.1 The District will provide workspace for Contractor's personnel to include utilization of District printers, copiers, workspace, network and internet access. The District will provide computer equipment for use by the Contractor's personnel to include laptops as necessary, and members of the Contractor's team shall conduct project-related business using the District's provided computers and network. The computer equipment provided uses the standard OCFO image that includes the Office 365 application suite and OneDrive. Use of the government equipment and network remains subject to the policies and procedures established by the OCFO and/or District Government. The District will also provide a shared online repository (e.g., SharePoint) for the tracking and storage of all draft and final deliverables and work products produced throughout each phase of the Blueprint, Implementation and support period. As required, the District will provide

adequate facilities required for project meetings, project team training and end-user training.

C.3.7.2 The Contractor shall primarily perform the required services at a District-designated facility located in Washington, DC.

C.3.8 Key Project Assumptions

The key project assumptions are as follows:

- a. The EFS project is a high priority of the District with corresponding commitment and support by all levels of management to include allocation of available resources and timely consensus and deadline-based decisions.
- b. The District is committed to updating its business processes and expects to use Oracle's delivered Business Processes as the starting point for business process workshop activities.
- c. Strong project governance standards will be applied equitably and fairly in a manner that ensures the opportunity for input by all District stakeholders.
- d. The District will establish a project management team with appropriate levels of experience and authority.
- e. The District will establish senior project leadership with the authority to make timely policy-level decisions to meet project needs and deadlines.
- f. There will be District FTEs and Contractor leads for each major functional/process areas and technical area identified within the project team organization.
- g. The District will assign fully (100%) dedicated staff to critical roles in the project.
- h. The District will commit sufficiently skilled District staff resources to the Project as reflected in an agreed upon work plan and staffing plan.
- i. The Contractor shall commit sufficient expert resources pursuant to the minimum mandatory qualifications to meet the Blueprint and Implementation project timeline and the requirements for post-implementation support and knowledge transfer to the District.
- j. The District can reach agreement on critical decisions such as business process configuration and whether gaps in functionality can be addressed through means other than software extensions.
- k. The existing legacy systems at the District-wide level will continue to operate as required throughout the deployment period.
- l. The District is responsible for engaging third-party vendors providing support to District systems to secure their timely participation in the project, thereby facilitating the coordination of all teams required for project activities.
- m. The District will provide validated data extracts for conversion and shall work jointly with the Contractor to map the data to the new system. The District will be responsible for validating and accepting the converted data and to perform needed post-data conversion adjustments.
- n. The Contractor shall manage the migration of configuration and transactional data between instances with the District's assistance. The District is responsible for validating all migrations and confirming environment readiness.
- o. Where the non-production environments exist, the District will provide the Contractor with access to those environments to allow the Contractor to test integrations and

- conversions.
- p. The Contractor shall provide testing scenarios for Systems Integration Testing and UAT and the District will be responsible for adding additional scenarios needed. The testing strategy proposed by the Contractor and accepted by the District will identify the need and scope of testing requiring real-life data.
 - q. The District is responsible for managing sensitive data and will use Blueprinting to identify a strategy with the Contractor for creating a Confidential Information Management Plan (CIMP) to manage the introduction of such sensitive data into the non-production environments and to ensure the establishment of appropriate security roles and responsibilities to safeguard sensitive data.
 - r. The District will be responsible for providing current SOD rules and working with Deloitte to configure roles and responsibilities in Oracle ERP and PBCS to meet the District's SOD policies or to provide compensating controls where SOD conflicts cannot be avoided.
 - s. The District is responsible for the management of the District network and infrastructure.
 - t. The District will be responsible for identity management ensuring the authentication of District personnel is enabled and configured to work with Oracle's Single Sign-On functionality

C.3.9 Project Timeline

In keeping with the Key Project Assumptions (C.3.8) and the Project Timing (C.3.3) sections above, the District has a draft Project Planned Timeline (Attachment J.23) to illustrate the Blueprint Phase (C.3.3.1) and Implementation Phase (C.3.3.2).

C.4 MINIMUM QUALIFICATIONS

C.4.1 The Contractor shall meet the following minimum qualifications:

1. Be licensed to do business in the District of Columbia or can provide a commitment on firm letterhead by an authorized signatory that the firm shall acquire the appropriate business license within thirty (30) calendar days of being selected as the awarded Contractor.
2. Be required to be a certified Oracle partner at the Premier level or higher.
3. Employ at least 750 Oracle Cloud Certified Practitioners including 150 Oracle Cloud Financials Certified Practitioners.
4. Demonstrate at least four (4) years' experience working with Oracle Cloud Applications.
5. Document experience implementing Oracle Cloud ERP for 25 clients or more.
6. Be required to show that it has completed, as primary provider of implementation services (more than 50% of implementation services to customer), at least three implementations of Oracle Cloud ERP for a customer that either (a) has more than \$3 Billion of operating budget in case of public sector entity including public/private university, or (b) \$10 Billion in revenue for commercial entities. In addition, each customer's implementation must have included at least 30 integration points and more than 500 users.
7. Be required to show that it has completed, as primary provider of implementation

- services (more than 50% of implementation services to customer), at least three Oracle Cloud ERP or Oracle EBS implementations for a U.S. public sector (federal, state, county or local municipality) customer that has more than \$3 Billion of operating budget. In addition, each customer's implementation must have included at least 30 integration points and more than 500 users.
8. Be required to show that it has completed, as primary provider of implementation services (more than 50% of implementation services to customer), at least three Hyperion or Hyperion Cloud implementations for a U.S. public sector (federal, state, county or local municipality) customer that has more than \$3 Billion of operating budget.
 9. Be required to demonstrate knowledge of public sector accounting and financial processes by confirming that it was the primary provider of implementation services for a U.S. public sector (state, county or local) customer where the following critical functional processes were deployed: Budget to Report, Procure to Pay, Order to Cash, Acquire to Retire, Planning and Budgeting, and Grants Accounting.

[End of Section C]

**SECTION D
PACKAGING AND MARKING**

D.1 PACKAGING

All reports and deliverables that are in “hard copy” and physically transported through the U.S. mail or private courier services are to be securely packaged using the Contractor’s best practices.

D.2 MARKING

- D.2.1 Unless otherwise specified herein, all reports and deliverables delivered under this contract must be plainly marked, stating the Contractor’s name, contract number and addressed to the recipient, including the name of the office or floor, and the recipient’s office telephone number as noted in the contract.
- D.2.2 In case of carload lots, the Contractor shall tag the car, stating Contractor’s name and contract number. Any failure to comply with these instructions will place the material at the Contractor’s risk.
- D.2.3 Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

[End of Section D]

SECTION E
INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES

E.1 INSPECTION

E.1.1 All services provided by the Contractor under this contract shall be subject to inspection by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1(b).

E.1.2 RESERVED

E.1.3 Inspection of Services

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed, which reduction will be determined through mutual agreement or pursuant to Section I.7. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may exercise any of its rights and remedies available under this contract or at law.

E.2 ACCEPTANCE

E.2.1 Acceptance of all deliverables and services provided under this contract shall be performed by the COTR. Acceptance means approval by the COTR of specific services or deliverables as partial or complete performance of the contract.

- E.2.2 The Contractor shall submit to the COTR for acceptance each deliverable once it conforms in all material respects with the specifications in the Statement of Work or as otherwise agreed by the COTR and Contractor in writing (“Specifications”). Within five business days from its receipt of a deliverable, the COTR shall provide Contractor with (i) written approval of such deliverable or (ii) a written statement which identifies in reasonable detail, with references to the applicable Specifications, any deficiencies preventing approval.
- E.2.3 The Contractor shall have thirty (30) days from the date it receives the notice of deficiencies to complete corrective actions in order for such deliverable to materially conform to the agreed Specifications. The COTR shall complete its review of the corrected deliverable within five business days and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this Section.
- E.2.4 At the COTR’s discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the COTR or the COTR has specifically issued, in writing, a waiver for conditional continuance of project tasks.
- E.2.5 Once a deliverable has been approved by the COTR, the Contractor shall be entitled to rely on such approval for purposes of subsequent stages of Contractor's performance.

E.3 WARRANTY OF SERVICES

THE TIME PERIOD FOR THIS WARRANTY IS THE LIFE OF THE CONTRACT PLUS ALL ACTIVE OPTIONS AND EXTENSIONS (the “Warranty Period”).

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, materially conform to the requirements of this contract. The Contracting Officer shall give written notice of any nonconformance to the Contractor *within the earlier of (a) 30 days from the date of discovery or (b) the end of the Warranty Period*. This notice shall state either:
- (1) That the Contractor shall correct or re-perform any nonconforming services as necessary to bring such deliverable into compliance with such warranty; or
 - (2) That the District does not require correction or re-performance.
- (b) If the Contractor is required to correct or re-perform, it shall be at no additional cost to the District, and any services corrected or re-performed by the Contractor shall continue to be subject to this clause for the remainder of the Warranty Period to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may exercise any of its rights and remedies available under this contract or at law.
- (c) The Contractor shall have no obligation under this Section to make warranty repairs attributable to: (i) the District’s misuse or modification of the services or

- deliverables; (ii) the District's failure to use corrections or enhancements made available by the Contractor at no additional cost to the District; (iii) the District's use of the services or deliverables in combination with any product other than those specified by the Contractor; (iv) the quality or integrity of data from other automated or manual systems with which such deliverable interfaces; (v) hardware, systems software, telecommunications equipment or software not a part of the services or deliverables which is inadequate to allow proper operation of the services or deliverables or which is not operating in accordance with the manufacturer's specifications; or (vi) operation or utilization of the services or deliverables in a manner not contemplated by this contract.
- (d) The warranty set forth in subsection (a) shall not apply with respect to hardware or software that is supplied by a third party to the District. The terms and conditions of the warranty to the District with respect to such hardware or software will be provided by the third-party vendor of such hardware or software. The Contractor bears no responsibility of any kind for such hardware or software and the District shall not look to the Contractor for any warranty for such products.
- (e) For clarity, Contractor personnel performing post-production support may be used for the provision of the warranty services described in this section.
- (f) If at any point during the Warranty Period the Contractor is no longer performing post-production support services, including if the District does not exercise the relevant "Operations (Post Implementation Support and Warranty)" Option in section B.4.2, or if any post-production support is provided by a third-party, the warranty set forth in this section will be null and void, unless the continued warranty support is mutually agreed upon in writing by both parties.

[End of Section E]

SECTION F
DELIVERABLES / PERFORMANCE

F.1 TERM OF CONTRACT

The base term of the contract shall be for the duration of the Blueprint phase but no longer than a period of one (1) year from date of award.

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 six (6) 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.
- 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 Emergency Option to Extend
- a. The District reserves the right to further extend the Contract at the reasonable rates mutually agreed upon in writing, upon thirty (30) days' notice, for one (1) ninety (90) day period to allow additional time to complete the services under the Contract.
 - b. The District also reserves the right to further extend the Contract upon expiration of such ninety-day extension, if any, for a period of one (1) year or a fraction thereof at the reasonable rates mutually agreed upon in writing to allow additional time to complete the services under the Contract.
 - c. The District's right to extend shall not be construed as obligating the District to repeat the procurement process for any subsequent contract or conferring any right or expectation for Contractor to continue operating under the Contract after the expiration of either a ninety (90) day or one (1) year or fraction thereof extension

F.3 DELIVERABLES

- F.3.1 All deliverables shall be submitted in accordance with the statement of work in Section C.
- F.3.2 Reports that are required are to be submitted to the District as a deliverable(s) shall be delivered in accordance with the Statement of Work contained in Section C. Payment to the Contractor for a deliverable shall not be paid until all report(s) that are required to be submitted as part of the deliverable are provided.

- F.3.3 The Contractor shall submit to the District, as a deliverable, the report described in section I.31 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. Payment to the Contractor for the deliverable including this report shall not be paid until this report is provided.

[End of Section F]

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

(a) Contracting Officers

The Contracting Officers for this contract are:

Mr. Anthony A. Stover, CPPO
Contracting Officer
Office of the Chief Financial Officer
Office of Contracts
1100 4th Street SW Suite 610 East
Washington, DC 20024
Phone: 202-442-7122
Email: Anthony.Stover@dc.gov

or

Ms. Dorothy Whisler Fortune, Esq. CPPO
Chief Procurement Officer
Office of the Chief Financial Officer
Office of Contracts
1100 4th Street SW Suite 610 East
Washington, DC 20024
Phone: 202-442-7080
Email: Dorothy.Fortune@dc.gov

The Contracting Officer is the ONLY official authorized to legally bind the District or make changes to the terms and conditions of this contract. Only he or his designee can increase, decrease, extend or terminate this agreement. All other changes are unauthorized.

(b) Contracting Officer Technical Representative (COTR)

The COTR for this contract will maintain a close relationship with the Contractor and will ensure that the Contractor's work conforms to the day-to-day technical requirements of the contract. **It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.** The COTR is:

James Snight
Director, ERP Systems Group
Office of the Chief Financial Officer
1101 4th Street, SW, Suite W350
Washington, DC 20024
Phone: 202-442-6345

Email: james.snight@dc.gov

(c) Program Manager (PM)

The Program Manager will be responsible for ensuring compliance with project goals, objectives, guidelines, standards, and scope. The PM will provide resolution to all issues raised by the project team, submitting/escalation project issues to the Steering Committee and making recommendations to the Steering Committee. The PM ensures District project staff and Contractor resources are leveraged effectively across the project and reviews and recommends approval of project deliverables. Finally, the PM is responsible for managing the project work plan and overall project budget, monitoring activities of the EFS project team, timelines, issues and risks. This includes overall responsibility for reporting regularly on the status of project activities, milestones, and deliverables.

David A. Clark
Director, Capital Budget
Office of Financial Operations and Systems
1100 4th Street SW Suite 800 East
Washington, DC 20024
Phone:202-727-2055
Email: david.allen.clark@dc.gov

G.2 INVOICE PAYMENT

- G.2.1 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.2.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.

G.3 INVOICE SUBMITTAL

- G.3.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.
- G.3.2 The Contractor shall submit payment requests in electronic format through the DC Vendor Portal <https://vendorportal.dc.gov> by selecting the applicable purchase order number which is listed on the Contractor's profile.
- G.3.3 To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

G.4 THE QUICK PAYMENT PROVISIONS**G.4.1 Interest and Penalties to Contractors**

- G.4.1.1 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 the 15th day after the required payment date for any other item.
- G.4.1.2 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.4.2 Payments to Subcontractors

- G.4.2.1 The Contractor shall take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a 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.4.2.2 The Contractor shall pay any lower-tier 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 if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.
- G.4.2.3 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.4.2.4 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.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- 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 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.6.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final requests for payment shall be accompanied by the report or a waiver of compliance pursuant to Section I.31.
- G.6.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement requirements.

G.7 RESERVED**G.8 RETAINAGE**

Ten percent (10%) of each invoice for deliverables shall be held by the District as retainage. If a deliverable fails to meet its Specifications as defined in the Contract or any subsequent written agreement, as determined through the acceptance process outlined in Section E.2, the Contractor shall correct the non-conformance within thirty (30) days at no cost to the District as provided in Section E.2. The Contractor shall submit a separate invoice for the retainage release on the earlier of (a) for retainage withheld during the Blueprint Phase, after acceptance in accordance with Section E.2 of the final deliverable to be provided under the Blueprint Phase, (b) for retainage withheld during the Implementation Phase, after acceptance, in accordance with Section E.2 of each Wave of the Implementation Phase, or (c) upon termination of the Contract, whichever is earlier. The Contractor shall track the cumulative retainage amount and display this amount on the invoices, until the retainage is released by the COTR's acceptance in accordance with Section E.2 of the final deliverable to be provided under each phase or wave, as applicable.

[End of Section G]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 STAFFING

The Contractor shall not employ or permit the employment of any unfit or unqualified person or persons not skilled in the tasks assigned to them by the contractor. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to the District for all acts and omissions of the Contractor's employees, agents and subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents and subcontractors performing the services under the Contract. Any person employed by the Contractor shall, at the written request of the District, and within the District's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

H.2 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor that is not an affiliate or related entity or was not identified in the Contractor's proposal without the prior, written consent of the Contracting Officer in consultation with the COTR. Any such subcontract shall specify that the subcontractor shall be subject to every applicable provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall be responsible for all Contractor's work and services required hereunder, including any work conducted by a subcontractor.

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

H.3.1 Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, unless a waiver has been approved by the Director of the Department of Small and Local Business Development in accordance with D.C. Code §2-218.51, are required to:

- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
- (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or

H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

- (d) Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise shall not have to comply with Sections H.3.1(a) or H.3.1(b).

H.3.2

- (a) For each government-assisted project for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises.

- (b) For each government-assisted project for which a certified joint venture is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises.

- (c) For each government-assisted project of \$1 million or less for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the on-site work with its own workforce.

- H.3.3 Bids or proposals responding to a solicitation, including an open market solicitation, shall be deemed nonresponsive and shall be rejected if a subcontracting plan is required by law and the Beneficiary fails to submit a subcontracting plan as part of its bid or proposal. The subcontracting plan required shall be provided before the District accepts the submission of the bid or proposal.

- H.3.4 A Beneficiary's subcontracting plan shall specify all of the following:

- (a) The name and address of the subcontractor;
(b) A current certification number of the small or certified business enterprise;
(c) The scope of work to be performed by the subcontractor; and
(d) The price to be paid by the Beneficiary to the subcontractor.

- H.3.5 No Beneficiary shall be allowed to amend the subcontracting plan filed as part of its bid or proposal except with the consent of the Director of the Department of Small and Local Business Development. Any reduction in the dollar volume of the subcontracted portion resulting from such amendment of the plan shall inure to the benefit of the District.

- H.3.6 No multiyear contracts or extended contracts, which are not in compliance with D.C. Code §2-218.46 or this Section H.3 at the time of the contemplated exercise of the option

or extension, shall be renewed or extended, and any such option or extension shall be void.

- H.3.7 A Beneficiary shall submit within 15 days of contract award, to the Contracting Officer, COTR, District of Columbia Auditor and the Director of the Department of Small and Local Business Development at csbe.compliance@dc.gov copies of the executed contracts with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.
- H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development at csbe.compliance@dc.gov and District of Columbia Auditor upon the initiation and completion of a project.
- H.3.9 Within 15 days after the end of each quarter, the Beneficiary shall provide a vendor verification form (**See Attachment J.10**) and a quarterly report to the Department of Small and Local Business Development at csbe.compliance@dc.gov, the Contracting Officer, the COTR and the District of Columbia Auditor which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:
- (a) The price to be paid by the contractor to the subcontractor;
 - (b) A description of the goods procured, or the services contracted for;
 - (c) The amount paid by the contractor to the subcontractor under the subcontract; and
 - (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.
- H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, COTR and the District of Columbia Auditor to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.
- H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2218.63.
- H.3.12 Waiver of Subcontracting Requirements
- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
 - (b) Prior to submission of bids or proposals, the Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request with the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary's efforts to

secure involvement by Certified Business Enterprises. The Contracting Officer will, in turn, use the Beneficiary's information to submit a waiver request to the Director of the Department of Small and Local Business Development.

- (c) The Contracting Officer will provide written notice of the waiver determination to the Beneficiary prior to the acceptance of bids or proposals and upon a decision of the waiver by the Director of the Department of Small and Local Business Development.
- (d) The Beneficiary should provide the following information in its waiver request to the Contracting Officer to demonstrate the Beneficiary's good faith efforts to secure involvement by a Certified Business Enterprise:
 - i. Whether the Beneficiary advertised in general circulation, trade association, or other media outlets concerning the subcontracting opportunity;
 - ii. Whether the Beneficiary provided written notice to a reasonable number of certified business enterprises that their interest in the subcontracting opportunity was being solicited;
 - iii. Whether the Beneficiary conducted any pre-solicitation or pre-bid conferences to inform certified business enterprises of the subcontracting opportunity;
 - iv. Whether the Beneficiary provided sufficient time to allow certified business enterprises to participate effectively in its efforts to secure involvement by a certified business enterprise;
 - v. Whether the Beneficiary followed up responses of interest by conducting negotiations with certified business enterprises;
 - vi. Whether rejections by the Beneficiary of certified business enterprises as being unqualified were based on sound reasoning and thorough investigation of their capabilities;
 - vii. Whether the Beneficiary made efforts to assist interested certified business enterprises in obtaining bonding, lines of credit, or insurance required by the Beneficiary;
 - viii. Whether the Beneficiary effectively used the services of the Department of Small and Local Business Development, (202) 727-3900 and <http://dslbd.dc.gov>, in recruiting qualified certified business enterprises; and
 - ix. Whether bids submitted by certified business enterprises were excessive or noncompetitive based upon a review of prevailing market conditions.

- (e) While the information described in (d) above will assist the Director of the Department of Small and Local Business Development in reviewing the waiver request, it does not guarantee that a waiver will, in fact, be approved. Additional factors may be considered, and additional information may be requested from the Beneficiary to support the waiver request.

H.3.13 In addition to the information provided by the Beneficiary, the Contracting Officer will include the following information in its written request for a waiver:

- (a) The number of certified business enterprises, if any, qualified to perform the elements of the work that comprise the project;

- (b) A summary of the market research or outreach conducted to analyze the relevant market; and
- (c) The consideration given to alternate methods for acquiring the work to be subcontracted in order to make the work more amenable to being performed by certified business enterprises.

H.3.14 For purposes of this Section H.3, the term:

- (a) “Beneficiary” means a business enterprise that is the prime contractor or developer on a government-assisted project.
- (b) “Government-assisted project” means:
 - i. A contract executed by an agency on behalf of the District or pursuant to statutory authority that involves District funds or, to the extent not prohibited by federal law, funds that the District administers in accordance with a federal grant or otherwise;
 - ii. A project funded in whole or in part by District funds;
 - iii. A project that receives a loan or grant from a District agency;
 - iv. A project that receives bonds or notes or the proceeds thereof issued by a District agency, including tax increment financing or payment in lieu of tax bonds and notes, or industrial revenue bonds;
 - v. A project that receives District tax exemptions or abatements that are specific to the project and not to the nature of the entity undertaking the project, such as a religious institution or nonprofit corporation; or
 - vi. A development project conducted pursuant to a disposition under section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).

H.3.15 Notwithstanding the requirements set forth in this Section H.3, a Beneficiary, and any other certified business enterprise subject to this section, shall fully comply with the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51. If there is a conflict between the requirements set forth in this Section H.3 and D.C. Code §§ 2-218.46, 2-218.51, the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51 shall govern.

H.4 WARRANTIES

H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.

- H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.
- H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.
- H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.
- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.
- H.4.6 RESERVED
- H.4.7 The Contractor warrants and agrees that all services provided by it under the Contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.
- H.4.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this RFP without the express written consent of the District.
- H.4.9 RESERVED
- H.4.10 RESERVED

H.5 DISCLOSURE OF LITIGATION

The Contractor shall disclose any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. The Contractor shall also disclose any material litigation threatened or pending for subcontractors, consultants, and/or lobbyists. For purposes of this section, material refers to any action or pending action that would prevent the Contractor from performing its obligations under the resulting contract or the financial viability of Contractor's firm. Any litigation commencing after the execution of the Contract that would prevent the Contractor from continuing to perform its obligations hereunder shall be disclosed in a written statement within fifteen (15) days of its occurrence. The Contractor shall be required to file with the District comprehensive monthly reports regarding all pending litigation involving the services hereunder and any other pending litigation that would prevent the Contractor from continuing to perform its obligations hereunder.

H.6 CONTINUITY OF SERVICES

The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract, provided such activities can be performed within the capacity of the Contractor's then-current staffing and that if any of the Contractor's obligations may be impacted by such activities, the Contractor's obligations to perform such activities is subject to the execution of a change order to address the impacts of such activities. Subject to the foregoing, the Contractor agrees to exercise reasonable efforts and cooperation to effect an orderly and efficient transition to a successor.

H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS

- H.7.1 The District may initiate investigations into the backgrounds of any of the Contractor's officers, principals, investors, owners, employees, vendors, subcontractors, or subcontractors' officers, principals, owners, employees or vendors, or any other associates of the Contractor(s) who are performing services hereunder, as it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies.
- H.7.2 The Contractor agrees that, during the term of the Contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees and owners, as well as all information about its subcontractors' officers, directors, employees and owners, as the District may reasonably prescribe in order for the District to conduct such background investigations. The Contractor also agrees that the District may conduct background investigations of such persons.
- H.7.3 The District may also require that contractor personnel who are performing services hereunder (1) reasonably cooperate with official inquiries related to the services hereunder by responding to questions truthfully and under oath when required, whether orally or in writing, (2) reasonably provide documents and other information of official interest related to the services hereunder, and (3) attend integrity training.

H.8 INTELLECTUAL PROPERTY RIGHTS

- H.8.1 Except with respect to any Contractor IP contained therein, the District will own all works of authorship, materials, and other intellectual property produced by the Contractor or its personnel hereunder, including, without limitation, deliverables, computer programs (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, and other information, whether copyrightable or patentable or not (collectively, "Works "). Except with respect to any Contractor IP contained therein, upon

full payment by the District to the Contractor for the applicable Works, the Contractor hereby assigns to the District all ownership rights, including, without limitation, intellectual property rights, in such Works, and the Contractor agrees to give the District such assistance as may be reasonably required to perfect such rights.

“Contractor IP” means all pre-existing intellectual property created prior to the performance of the services, or created independently of the services, or created by the Contractor as a tool for their use in performing the services, in each case plus any modifications or enhancements thereto and derivative works based thereon. To the extent that any Contractor IP is contained in the Works, the Contractor retains ownership of such Contractor IP and, upon full payment by the District to the Contractor for the applicable Works, the Contractor hereby grants to the District an irrevocable, worldwide, royalty-free, perpetual license to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon, such Contractor IP, in connection with use of the Works. Except for Contractor IP, Contractor has no rights to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Works.

H.8.2 The District hereby grants to the Contractor a worldwide, nonexclusive, royalty-free, perpetual, irrevocable (with right to sublicense and the right of sublicensees to sublicense further) license to the Works and related intellectual property rights, including the right to create derivative works based on and otherwise modify, make, reproduce, sell or otherwise distribute, perform or display the Works and other works or subject matter based on or using such intellectual property rights.

H.8.3 Injunctive Relief

The Contract shall protect the District’s proprietary rights pertaining to the Works, and any misuse of such rights may cause substantial and irreparable harm to the District. Therefore, the Bidder acknowledges and stipulates that the District may seek a court of competent jurisdiction to enjoin any material breach of the intellectual property, licensing, and confidentiality provisions of the contract.

H.8.4 RESERVED

H.8.5 Return of Works

Upon the request of the District upon termination of any Contract resulting from this RFP, the Contractor shall surrender to the District all Works generated or developed by the Contractor, regardless of whether complete or incomplete, that have been paid for, provided that any incomplete Works will be provided on an as-is basis without warranty or indemnity of any kind. This section is intended to apply to all Works made or compiled by the Contractor. This section h.8.4 does not apply to Contractor IP.

H.8.6 Contractor’s Name or Logo

The District reserves the right to require, the Contractor to not affix its company name, label, logo, or any other identifying information to or on any printed products for the District.

H.9 PRE-EXISTING AND THIRD-PARTY RIGHTS

H.9.1 RESERVED

H.9.2 The Contractor agrees that it shall have and maintain, during performance of the Contract, written agreements with all contractors or agents engaged by the Contractor in performance hereunder, granting the Contractor rights sufficient to support all performance and grants of rights by the Contractor. Copies of such agreements shall be provided to the District promptly upon request.

H.9.2.1 Remediation

If the Works or the Intellectual Property Rights therein become the subject of a lawsuit or claim of infringement, or the Contractor becomes aware that such items are likely to become the subject of a lawsuit or claim or infringement, the Contractor shall exercise one (1) of the following three (3) options in order to provide the District with continued and uninterrupted use of the Works and Intellectual Property Rights therein: (a) obtain for the District the right to continue the use of the alleged infringing Works at no additional cost to the District, (b) modify the infringing Works, or (c) replace the allegedly infringing Works, provided that the modified or replaced Works is of equivalent or superior quality to the allegedly infringing Works at no additional cost to the District.

H.9.2.2 RESERVED

H.9.2.3 Audit Requirements

The Contractor shall meet specific auditing obligations:

- a. Upon written request of the Contracting Officer, the Contractor shall provide financial information annually that is consistent with the content and level of detail of the financial information provided by the Contractor in its proposal.
- b. Deloitte LLP (“Deloitte U.S.”) has engaged a third party (the “Service Provider”) to conduct an examination in accordance with AT Section 101 of the Statement on Standards for Attestation Engagements to report on controls at a Service Organization relevant to security and availability, established by the American Institute of Certified Public Accountants (AICPA) (“AICPA Standards”) and, subject to AICPA Standards, prepare a Type 2 service organization controls report with respect thereto (the “SOC 2 Report”). Upon written request, Deloitte U.S. shall promptly provide the District with one copy of the SOC 2 Report (or if not available, a report prepared by a third party that is designed to provide similar information as the SOC 2 Report). The District shall not disclose such reports, or refer to such reports in any communication, to any person or entity other than the District. In the event that the District has any questions regarding such reports, Deloitte U.S. shall make appropriate personnel reasonably available to discuss the contents thereof.

H.10 RESERVED**H.11 BONDS AND INSURANCE**

All required bonds and insurance shall be issued by companies or financial institutions which are financially rated A or better as rated by A.M. Best Company and duly licensed, admitted, or authorized to do business in the District of Columbia. The District shall be named as the Obligee in each required bond. Except as otherwise expressly provided herein, required coverage shall remain in effect throughout the term of the Contract and provide adequate coverage for two (2) years after completion of this Agreement for incidents discovered after termination of the contract. The Contractor shall submit certificates of insurance to the District no later than June 1 of each year, except for the first year of the Contract in which the copies of the required certificates of insurance shall be submitted within fifteen (15) days after contract execution, or as otherwise provided herein. Offerors shall submit required bonds when and as provided in herein.

H.11.1 Self Insurance

The Contractor may not elect to provide entirely or in part for the insurance/bond protections described in the contract through self-insurance. Self-insurance for an insurance policy maintained in order to meet the requirements of the contract is not prohibited by this section unless the self-insured retention exceeds fifteen percent (15%) of the face amount of the insurance policy

H.11.2 Performance Bond

- H.11.2.1 The Contractor shall provide a performance bond in the amount of equal to the annual amount of the contract.
- H.11.2.2 The bond shall be maintained in full force and effect for the initial term and all renewal terms of the Contract. The bond may be renewable on an annual basis provided that the Contractor provides the District with a renewed bond that is immediately effective upon expiration of the prior bond. Such renewed bond shall be provided to the District prior to the expiration of the previous bond. The bond shall be forfeited to the District if the Contractor fails to perform as required by the Contract subject to bond adjudication procedures. Neither nonrenewal by the surety, nor failure or inability of the Principal to file a replacement bond in the event the surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this bond or any extension. If the Contractor defaults in the performance of its contractual obligations or if the District incurs damages due to the Contractor's breach of its duties, as determined by a final adjudication, the surety shall have the option to cure the default or tender funds sufficient to pay the cost of completion, up to an amount not to exceed the penal sum of the bond. With the concurrence of the District, the surety may assume the remainder of the contract to perform or sublet.
- H.11.2.3 The Contractor shall provide evidence of all required coverage under the performance bond within fourteen (14) days of contract award at the following address:

Anthony A. Stover
Contracting Officer
1100 4th Street, SW – Suite E610
Washington, DC 20024
Phone: 202-442-7122
Email: Anthony.stover@dc.gov

With a copy to the COTR at the following address:

James Snight
Director, ERP Systems Group
Office of the Chief Financial Officer
1101 4th Street, SW, Suite W350
Washington, DC 20024
Phone: 202-442-6345
Email: james.snight@dc.gov

H.11.3 Fidelity Bond

- H.11.3.1 The Contractor shall submit to the District a Fidelity Bond in the amount of one million dollars (\$1,000,000) per loss. The Fidelity Bond shall cover any loss to the state due to any fraudulent or dishonest act on the part of the officers and/or employees of the Contractor.
- H.11.3.2 The Contractor shall provide evidence of all coverage(s) under the Fidelity Bond within fourteen (14) days of contract award at the following address:

Anthony A. Stover
Contracting Officer
1100 4th Street, SW – Suite E610
Washington, DC 20024
Phone: 22-442-7122
Email: Anthony.stover@dc.gov

With a copy to the COTR at the following address:

James Snight
Director, ERP Systems Group
Office of the Chief Financial Officer
1101 4th Street, SW, Suite W350
Washington, DC 20024
Phone: 202-442-6345
Email: james.snight@dc.gov

- H.11.3.3 The Contractor shall ultimately be responsible for payment of any losses of the subcontractors, agents and/or assigns of the Contractor.

H.12 RESERVED

H.13 PROGRAMS

The Contractor represents and warrants that all systems analysis, systems design, and programming prepared or done, or to be prepared or done, by the Contractor, its subcontractors, or its officers, employees or agents has been and shall be prepared or done in a professional manner.

H.14 RESERVED

H.15 LIQUIDATED DAMAGES PROVISIONS

- H.15.1 The goods and services to be provided under the Contract are not readily available on the open market. Further, any breach by the Contractor may delay and disrupt the District's operations and may lead to damages. Therefore, the parties agree that the liquidated damages, as specified in all the sections below, are reasonable and are not to be construed as a penalty.
- H.15.2 In no case shall liquidated damages be measured in terms of potential lost revenue or potential lost net profit to the District, unless and to the extent that a court of competent jurisdiction should determine that a liquidated damages provision is unenforceable as a matter of law.
- H.15.3 Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the District, provided that liquidated damages assessed under this Section H.15 shall be applied to any damages that may be finally awarded against the Contractor. Except and to the extent expressly provided herein, the District shall be entitled to recover liquidated damages under each subsection below that are applicable to any given incident. In no event shall Contractor be responsible for liquidated damages where Contractor was not the sole cause of the events giving rise to the failure resulting in the liquidated damages, including in the case of defects or issues in third party products or software, acts and omissions by third parties (other than Contractor's approved subcontractors) and the District or the District's other contractors performing services in connection with the project, etc.

H.15.4 Notification of Liquidated Damages

Upon determination that liquidated damages are to or may be assessed, the District shall notify the Contractor of the assessment in writing within five (5) business days. The availability of any period of cure will depend on the situation and will be in the sole discretion of the District.

H.15.5 Conditions for Termination of Liquidated Damages

The calculation of liquidated damages shall take into account the following:

- i. Except as waived in writing by the District, no liquidated damages imposed shall be terminated or suspended until the Contractor issues a written notice verifying the

correction of the condition(s) for which liquidated damages were imposed. The District shall test or verify all such corrections within a reasonable time period. Should the District's testing or verification establish the correction was not made, at the discretion of the District, liquidated damages shall continue to accrue retroactive to the issuance of the notice.

- ii. As appropriate, the Contractor shall conduct system testing of any correction, as the District reasonably deems necessary. Such testing shall be developed jointly by the District and the Contractor and shall be approved by the District including the test script, test environment, and test results.

H.15.6 Severability of Individual Liquidated Damages

If any portion of the liquidated damages provisions is determined to be unenforceable in one or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision or provisions shall remain in full force and effect.

H.15.7 Waivers of Liquidated Damages

The waiver of any liquidated damages due the District shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the District.

H.15.8 Payment of Liquidated Damages

All assessed liquidated damages will be deducted from any moneys owed the Contractor by the District and, in the event the amount due the Contractor is not sufficient to satisfy the amount of the liquidated damages, the Contractor shall pay the balance to the District within thirty (30) calendar days of written notification. If the amount due is not paid in full, the balance will be deducted from subsequent payments to the Contractor. At the District's, sole option, the District may obtain payment of assessed liquidated damages through one (1) or more claims upon the Performance Bond. Notwithstanding the forgoing, the District may only make a claim upon the bond for payment of liquidated damages if the Contractor fails to pay liquidated damages within the required 30-day period, and Contractor's obligation to pay the liquidated damages is not disputed in accordance with the dispute resolution process outlined in **Section I.7**.

H.15.9 Applicability of Liquidated Damages and Pro Rata Liquidated Damages

Without limiting the generality of H.15.3, the Contractor shall not be required to pay liquidated damages for delays due to matters as enumerated in the section entitled "Force Majeure," or for time delays specifically due to, or approved by, the District. In all of the following liquidated damages sections, the damages shall be pro-rated for partial periods. For example, if liquidated damages are six hundred dollars (\$600) per minute, and the

period is eight (8) seconds, the liquidated damages shall be six hundred dollars (\$600) times $8/60 = \$80$.

H.15.10 Unauthorized Software and/or Hardware Modifications

- i. Condition. The Contractor shall not modify any software or hardware operating in the production environment without the prior written approval of the District.
- ii. Damages. If the Contractor modifies any such software or hardware without the prior written approval of the District, the District may issue a written order that the change or modification be removed, and the System restored to its previous operating state at the Contractor's expense. "Modification" does not include replacement of a System component with an essentially similar working component in the event of necessary maintenance or defect corrections or configuration changes that are implemented per processes as approved under the Contract. Further, the District may impose liquidated damages per violation as set forth in H.15.11(ii).

H.15.11 Failure to Remedy Audit Recommendations

- i. Condition. If the Contractor fails to address a noncompliance with the Contract requirements, for which it is responsible and that is set out in any System or operational audit performed under and during the term of this Contract, liquidated damages may be assessed.
- ii. Damages. In the event such noncompliance is not corrected within sixty (60) days of notification, unless specifically exempted by the COTR, the Contractor may be assessed liquidated damages of five thousand dollars (\$5,000) at the end of the initial 60-day period and an additional one thousand dollars (\$1,000) for each subsequent 30-day period or any portion thereof, for which the audit recommendation corrections have not been completed.

H.16 RESERVED

H.17 KEY PERSONNEL

- H.17.1 The substitution of key personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal and is prohibited.
- H.17.2 The Contractor shall make no substitutions of key personnel for their duration of their role on the project unless the substitution is directed by the Contracting Officer (District) or necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer immediately after the occurrence of any of these events. In the event any one of the Key Personnel becomes incapacitated, or ceases to be employed by the Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, the Contractor shall (i) notify the District immediately upon becoming aware of a need to replace a resource, (ii) within five business days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (iii) within twenty (20) business days, permanently replace such replaced person with another person approved by the District

and properly qualified to perform the functions of such replaced person. The Contractor shall assign all key personnel identified in this section to complete all their planned and assigned responsibilities in connection with performance of the obligations of the Contractor under this contract. The unauthorized removal of key personnel by the Contractor in violation of this provision may be a material breach of contract. Resumes shall be submitted to the Contracting Officer for review by the District. The Contractor shall supply comparable qualified individuals to perform the work. All key personnel shall be approved by the District prior to making any permanent substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The contract will be modified to reflect any District approved changes of key personnel.

H.17.3 During the Blueprint Phase, the following Contractor roles shall be considered Key Personnel:

1. Project Manager
2. Financial Process Area Manager/ Team Lead
3. Technical Manager/ Team Lead
4. Budget Process Area Manager/ Team Lead
5. Process Area Leads (for example Procure to Pay (P2P), Order to Cash (O2C) etc.)
6. Functional and Technical Architects (if identified by Offerors)

H.17.4 The Contractor shall ensure that persons assigned to the Key Personnel roles during Blueprint phase remain on the project as Key Personnel for the Implementation Phase.

H.17.5 RESERVED

H.18 ADVISORY AND ASSISTANCE SERVICES

This contract is a “non-personal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives, provided that should any such direction constitute a change, it would be addressed via the change order process and not this section.

H.19 PERFORMANCE ISSUE MITIGATION

H.19.1 At any time during the contract period of performance, should the performance of any Contractor Personnel be unsatisfactory as determined by the COTR, the Contracting

Officer will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The COTR shall document performance issues and give written notice to the Contracting Officer and the Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The Contractor shall respond to the COTR and the Contracting Officer with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the COTR.
- C) Should performance issues persist, the Contracting Officer may give written notice or request the immediate removal of person(s) whose performance is at issue and determine whether a substitution is required.

H.19.2 The District reserves the right to require the Contractor to replace Contractor and/or subcontractor employees whom the District judges to be contrary to the best interests of the District. If mitigation is unsuccessful, the District will issue a written request from the Contracting Officer and the Contractor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Contractor shall use its best efforts to conduct the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the District the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the District only the right to require that the Contractor discontinue using an employee in the performance of services for the District.

H.20 CONFLICT OF INTEREST

H.20.1 The Contractor is excluded from participating in the solicitation for IV&V Services expected for this project.

H.20.2 Confidentiality. The Contractor shall have access to information not generally available to the public. The Contractor shall not use such information obtained for any personal benefit, monetary or otherwise, nor copy and/or disseminate any information at any time prior to, during, or after his or her work on this Contract except as required to perform the Services or otherwise permitted under this Contract (e.g., Section I.16).

H.20.3 Conflict of Interest. A conflict of interest or the appearance of a conflict of interest may occur if the Contractor is directly or indirectly involved with an organization, or with a subcontractor to an organization, that will submit a proposal created pursuant to the specifications in this Contract. The Contractor shall not have any professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict with his or her obligations under this Contract. Examples of potential conflicts are as follows (not an exhaustive list):

- A. The Contractor's solicitation, acceptance, or agreement to accept from anyone any benefit, monetary, or otherwise, as consideration for his or her advice, recommendation, or services related to the resulting RFP.

B. The Contractor's affiliation with an organization that may submit a proposal for evaluation:

- i. Current employment or consideration of employment;
- ii. Membership on a board or committee; or
- iii. Ownership in the organization;

C. The Contractor's personal relationship with someone who has an interest in the RFP, including affiliation or relationship by marriage or through family membership, professional partnership, personal friendship, or any other relationship that could give the appearance of a conflict of interest.

H.20.4 If any such conflict of interest arises under this Contract, the Contractor shall immediately notify the Contracting Officer in writing.

H.20.5 If, in the reasonable judgment of the Office of the Chief Financial Officer, Office of Contracts, such conflict substantially impacts the fair and equitable performance of this Contract, the contract may be deemed voidable or terminated, depending on the circumstances surrounding the conflict.

[End of Section H]

SECTION I CONTRACT CLAUSES

I.1 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

To the extent applicable to Contractor in its performance of the services under the contract, Contractor shall comply with the provisions of the following acts, together with the provisions of applicable regulations made pursuant to said acts and other applicable laws and regulations of the District of Columbia:

- A. Contract Work Standards Act of August 13, 1962, also known as the Contract Work Hours and Safety Standards Act of 1962, 76 Stat. 357-360.
- B. Buy American Act, Act of March 3, 1983, c.212, Title III, 47 Stat. 1520, as amended.
- C. Walsh-Healy Public Contracts Act, Act of June 30, 1936, c.881, 49 Stat. 2036, as amended. (Applies only when contract is \$10,000 or more).
- D. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts." All required forms are available on the Office of Contracting and Procurement website at www.ocp.dc.gov (See Solicitation Attachments).
- E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.
- F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."
- G. D.C. Law 5-93 dated May 9, 1984, the First Source Employment Agreement Act of 1984.

I.2 WAIVER

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

I.3 INDEMNIFICATION; LIMITATION ON DAMAGES

- I.3.1 The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from or arising out of:

- (a) claims of third parties for bodily injury, death or damage to real or tangible personal property to the extent caused by the Contractor, Contractor's officers, employees,

- agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while engaged in performance of this Contract;
- (b) claims brought against the District by any personnel of Contractor performing services hereunder for employment benefits or employment compensation, in each case for which the Contractor is responsible and has failed to pay, except to the extent that such Claim results from acts or omissions of the District;
 - (c) claims brought against the District by any Contractor subcontractor performing a portion of the services hereunder for payment of its fees to the extent caused by the Contractor's failure to pay such fees in accordance with the terms of the applicable subcontract, or
 - (d) claims of third parties resulting from the recklessness, bad faith or intentional misconduct of the Contractor or its subcontractors.

The Contractor shall also repair or replace any District real or tangible personal property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

- I.3.2 The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement.

The Contractor shall have no obligation to defend, indemnify, or hold harmless District for any acts or omissions of the District.

- I.3.3 **Limitation on Damages:** The Contractor, its subsidiaries, subcontractors, and their respective personnel shall not be liable to the District for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of the greater of (a) \$5,000,000 and (b) the fees paid by the District to the Contractor pursuant to this engagement, except to the extent resulting from the recklessness, bad faith, or intentional misconduct of the Contractor or its subcontractors. In no event shall the Contractor, its subsidiaries, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense, relating to this engagement. The provisions of this Section I.3.3 shall not apply to any Claim for which Contractor has an obligation to indemnify under Sections I.3.1(a)-(d) or under Section 1.19. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of the Contractor, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of the Contractor and its subcontractors bears to all other conduct giving rise to such Claim.

I.4 TRANSFER

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

I.5 TAXES

- (a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.
- (b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

“The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland.”

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury – Exemption No. 09339

“The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue.”

I.6 OFFICIALS NOT TO BENEFIT

- I.6.1 Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District’s needs cannot reasonably otherwise be met. (Procurement Practices Reform Act of 2010, D.C. Law 18-0371, D.C. Official Code, section 2-359.10, and Chapter 18 of the DC Personnel Regulations)
- I.6.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.7 DISPUTES

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

B. Claims by a Contractor against the District

Claim, as used in Section B 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 this 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.

- (a) 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 Contracting Officer for a decision. The contractor's claim shall contain at least the following:
- (1) A description of the claim and the amount in dispute;
 - (2) Any data or other information in support of the claim;
 - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer 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.
- (e) The Contracting Officer's written decision shall do the following:
- (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;

- (3) State the factual areas of agreement and disagreement;
 - (4) 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;
 - (5) 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;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-360.04.
- (g) (1) If a Contractor is unable to support any part of his or her 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.
- (2) Liability under paragraph (g) (1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-360.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C 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 this 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.

- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) 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;
 - (e) 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;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
- (4) The authority contained in this clause 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.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (6) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-360.04.
- (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 Contracting Officer.

I.8 CHANGES

The Contracting Officer may, at any time, by written order make changes in the contract to the extent such changes do not have a material effect on the performance to be rendered by, or due to Contractor under the Contract. If such changes cause an increase or decrease in the cost of performance or otherwise impacts the scope of or schedule for the services, a bilateral agreement executed by the Contracting Officer and an authorized representative of the Contractor shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is requested, provided, however, that the Contracting Officer, if he determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the failure to agree shall be considered a dispute. Nothing in this clause shall require the Contractor to proceed with the contract as changed absent mutual written agreement covering the requested change.

I.9 TERMINATION FOR DEFAULT

- A. The District may, subject to the provisions of paragraph C., below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the Contractor materially fails to make delivery of the supplies or to perform the services within the time specified within the project work plan or any extension thereof; or (ii) If the Contractor fails to perform in all material respects any of the other provisions of this contract and in either of these two circumstances Contractor either (x) does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, or (y) where such failure is not curable within such ten (10) day period, does not provide the District with a plan within such ten (10) day period to cure such failure within a reasonable timeframe given the nature and complexity of the failure.
- B. In the event the District terminates this contract in whole or part as provided in paragraph A. above, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated; and the Contractor shall, subject to Section I.3.3, be liable to the District for any excess costs for similar supplies or services. "Excess costs" as used in this paragraph means the amount (if any) by which the reasonable fees that the District is required to pay, and actually pays, to an alternative service provider to perform the terminated services (or any portion(s) of such terminated services) not performed by the Contractor as of the effective date of termination exceeds the fees that the District would otherwise have paid to the Contractor pursuant to this contract to perform such services. Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.

- C. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, completed and partially completed deliverables as the Contractor has specifically produced in the performance being terminated and that have been paid for (provided that any partially completed deliverables will be provided on an as-is basis, without warranty or indemnity of any kind); and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed deliverables delivered to and accepted by the District shall be at the contract price. Payment for partially completed deliverables shall be agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact.
- E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provision of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for a termination for convenience be the same as if the notice of termination had been issued pursuant to such clause. Section I.10 "Termination for Convenience."
- F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.
- G. As used in paragraph C., above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

I.10 TERMINATION FOR CONVENIENCE

- A. The District may, at any time, terminate performance of work under this contract in whole or in part if the Contracting Officer determines that a termination is in the

- District's interest. The Contracting Officer shall terminate by delivering to the Contractor a "Notice of Termination" specifying the extent of termination and effective date. After receipt of a "Notice of Termination", and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause: (i) Stop work as specified in the notice; (ii) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract; (iii) Terminate all contracts to the extent they relate to the work terminated; (iv) Assign to the District, as directed by the Contracting Officer and where permitted, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District shall have the right to settle or pay any termination settlement proposal arising out of those terminations; (v) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause; (vi) As directed by the Contracting Officer, and subject to Section H.8, transfer title and deliver to the District: (a) the fabricated and unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (b) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the District; in each case that have been paid for (provided that any partially completed items will be provided on an as-is basis, without warranty or indemnity of any kind); (vii) Complete performance of the work not terminated; (viii) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may have acquired an interest; (ix) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in the subparagraph (vi) above; provided, however, that the Contractor is not required to extend credit to any purchase, and may acquire the property under the conditions prescribed by, and at prices approved by the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- B. After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

- C. After termination, the Contractor shall submit a final settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but not later than six (6) months from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 6-month period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after six (6) months or any extension.
- D. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- E. Subject to paragraph D., above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph, or paragraph F., below, exclusive of costs shown in subparagraph F (iii) below, may not exceed the total contract price as reduced by: (a) the amount of payments previously made, and (b) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph F., below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- F. If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph E., above: (i) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph A(ix), above, not previously paid for, adjusted for any saving of freight and other charges. (ii) The total of—
- (a) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph F(i), above;
 - (b) cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph F(i) above; and
 - (c) A sum, as profit on subparagraph F. (i) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (c) and shall reduce the settlement to reflect the indicated rate of loss. (iii) The reasonable cost of settlement of the work terminated, including (a) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (b) The termination and settlement of subcontracts (excluding the amounts of such settlement); and (c) Storage, transportation, and

other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

- G. Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph E., above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.
- H. The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph C., E. or I., of this clause except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph C. or I., and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph C., E. or I., the District shall pay the Contractor:
- (a) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (b) the amount finally determined on an appeal. In arriving at the amount due the Contractor under this clause, there shall be deducted: (i) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract; (ii) Any claim which the District has against the Contractor under this contract; and (iii) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.
- I. If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- J. The District may, under the terms and conditions it prescribes, make any partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand, together with interest computed at the rate of ten percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

- K. Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three (3) years after final settlement. This includes all books, and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS

- A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
- (1) the Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment made under this contract.
 - (2) there has been any breach or violation of:
 - (A) Any provision of the Procurement Practices Act of 1985, as amended, or
 - (B) The contract provision against contingent fees.
- B. If a contract is terminated pursuant to this section, the Contractor: (i) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and (ii) shall refund all profits or fixed fees realized under the contract.
- C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

I.12 EXAMINATION OF THE BOOKS

- I.12.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) materially in accordance with standard accounting procedures consistently applied and generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

- I.12.2 The Contracting Officer, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract.

I.13 NONDISCRIMINATION CLAUSE

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees, and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- (b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D.C. Register, Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor’s Order 2006-151 (11/17/06), 52 DCR 9251, the following clauses apply to this contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment or recruitment advertising;
- (c) demotion, layoff, or termination;

- (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the nondiscrimination requirements set forth in subsection (b)(2).
 - (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under the terms of any subcontractor agreement each subcontractor to permit access of such subcontractor's books, records, and accounts for such purposes.
 - (7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
 - (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
 - (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the Contracting Officer, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 SERVICE CONTRACT ACT OF 1965

Definitions:

“Act”, as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351- 358). “Contractor” as used in this clause, means the prime Contractor or any subcontractor at any tier. “Service employee” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a Government contract nor exempted under 41 U.S.C. 356, the principal purpose of which is to furnish services in the United States as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

- A. **Applicability.** To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29CFR 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C, 29 CFR 4.
- B. **Compensation:** (i) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary’s authorized representative, as specified in any attachments to this contract; (ii) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation for final determination to the Office of Government Contract Wage Standards, Wage and Hour Division Employment Standards Administration (ESA), and the Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation. (iii) If the term of this contract is more than one (1) year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every two (2) years under wage determinations issued by ESA.
- C. **Minimum Wage.** In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause

shall relieve the Contractor of any other legal or contractual obligations to pay a higher wage to any employee.

- D. **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c (b) apply or unless the Secretary of Labor or the Secretary's authorized representative - (i) Determines that the agreement under the predecessor was not the result of arms-length negotiations, or (ii) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality.
- E. **Notification to Employees.** The Contractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid or shall post a notice of these wages and benefits in a prominent and accessible place at the work site, using such poster as may be provided by the Department of Labor.
- F. **Safe and sanitary working conditions.** The Contractor shall not permit services called for by this contract to be performed in building or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- G. **Records.** The Contractor shall maintain for three (3) years from the completion of the work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
- (i) For each employee subject to the Act –
 - (a) Name and address;
 - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided;
 - (c) Rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (d) Daily and weekly hours worked; and
 - (e) Any deductions, rebates, or refunds from total daily and weekly compensation.

- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (B)(iii) of this clause. A copy of the report required by paragraph (D) of this clause will fulfill this requirement.

- H. Withholding of Payments and Termination of Contract:** The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.
- I. Contractor's Report:** (i) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph C. of this clause. (ii) If wages to be paid or fringe benefits to be furnished any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.
- J. Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (i) In accordance with regulations issued under Section 14, of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA(29 CFR 520, 521, 524 and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act. (ii) The Administrator will issue certificates under the Act for employing apprentices, and student learners, disabled persons, or disabled clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of minimum wages, but without changing requirements concerning fringe benefits for supplementary cash payments in lieu of these benefits; (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528; and (iv) an employee engaged in an occupation in which the employee customarily and regularly receives more than

\$30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) of the Act or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

I.15 RECOVERY OF DEBTS OWED THE DISTRICT

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy in whole or part, any debt due the District.

I.16 NON-DISCLOSURE AGREEMENT

- A. The Contractor shall maintain as confidential and shall not disclose to third parties without the District's prior written consent, any District information including, but not limited to, the District's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.
- B. The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.
- C. No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.
- D. The District shall ensure that its personnel do not disclose to any non-District person or organization information concerning the process the Contractor uses to provide services under the awarded contract.
- E. Prior to the start of work, each Contractor employee shall be required to sign an OCFO and Contractor approved Non-Disclosure Agreement and Non-Compete Agreement covering all confidential information obtained during the EFS project. Disclosure of information relating to the services during the performance of the EFS project to any person not entitled to receive it is not authorized. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information covered under the Privacy Act of 1974, 5 U.S.C. §552a (e.g., home addresses, social security numbers, personal telephone numbers of personnel) to which the Contractor may have access in connection with this engagement, except as required by law.
- F. The District hereby consents to the Contractor disclosing information covered by this Section (i) as expressly set forth in this contract; (ii) to contractors providing administrative, infrastructure and other support services to the Contractor and

subcontractors providing services in connection with this contract, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this Section; (iii) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining to this contract; or (iv) to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the Contractor on a nonconfidential basis from a source that the Contractor believes is not prohibited from disclosing such information to the Contractor, (C) is already known by the Contractor without any obligation of confidentiality with respect thereto, or (D) is developed by the Contractor independently of any disclosures made to the Contractor hereunder.

- G. Upon the District's written request following termination this Contract, the Contractor shall promptly return or destroy confidential information of the District obtained in connection with this Contract that the Contractor still maintains. Notwithstanding anything herein to the contrary, the Contractor shall have the right to retain copies of such confidential information to the extent necessary to evidence the services, provided that Consultant retains such copies in accordance with its confidentiality obligations hereunder.

I.17 GOVERNMENT PROPERTY

Contractor use of Government property shall be governed by Chapter 41 of Title 27 of the D.C. Municipal Regulations.

I.18 RESERVED

I.19 INFRINGEMENT

The Contractor shall hold and save the District, its officers, agents, servants and employees harmless from liability of any nature or kind, including costs, expenses, attributable to claims of third parties for infringement by a Deliverable of any U.S. patent existing or pending at the time of delivery or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of the Deliverable other than by the Contractor or its subcontractors, or use thereof in a manner not contemplated by the contract, (ii) the failure of the indemnified party to use any corrections or modifications made available by the Contractor, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of the Deliverable in combination with any platform, product, network or data not provided by the Contractor. If the District's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Contractor, at its option and expense, shall have the right to (x) procure for the District the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Contractor, the replacement or

modified Deliverable is capable of performing the same function. In the event the Contractor cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, the Contractor may require the District to cease use of such Deliverable and refund the fees paid to the Contractor with respect to the Services giving rise to such Deliverable. The foregoing provisions of this paragraph constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of the Contractor, relating to a claim that any of the Contractor's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

I.20 RESPONSIBILITY FOR SUPPLIES TENDERED

The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon failure to do so within ten days after notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

I.21 APPROPRIATION OF FUNDS

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for payment of any money shall not arise unless and until such monies shall have been provided. The District's obligation to pay under this contract is subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time. Any expenditure under the contract in excess of the encumbered budget authority is subject to appropriation or additional budget authority.

I.22 MULTIYEAR CONTRACT

If funds are not available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of this contract. Unless otherwise provided for in this contract, the effect of termination is to discharge both the District and the Contractor from future performance of the Contract, but not from their existing obligations. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not amortized in the price of the supplies or services delivered under the Contract.

I.23 RESERVED

I.24 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

Any contract in excess of one million dollars (\$1,000,000.00) within a 12-month period shall not be binding or give rise to any claim or demand against the District unless first

approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.25 LIVING WAGE ACT OF 2006 REQUIREMENTS

- I.25.1 Contractor shall comply with the provisions of Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*), as amended, (“Living Wage Act of 2006”) which applies to all contracts for services in the amount \$100,000 or more in a 12-month period.
- I.25.2 The Living Wage Act of 2006 requires a contractor to:
- a. Pay its employees and subcontractors who perform services under the contract no less than the current living wage;
 - b. Include in any subcontract for \$15,000.00 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate;
 - c. Provide a copy of the Living Wage Act Fact Sheet to each employee and Subcontractor who performs services under the contract;
 - d. Post the Living Wage Act Notice in a conspicuous place in its place of business;
 - e. Include in any subcontract for \$15,000.00 or more a provision requiring the subcontractor to post the Living Wage Act Notice in a conspicuous place in its place of business;
 - f. Maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date; and
 - g. Require its subcontractors with subcontracts for \$15,000.00 or more under the contract to maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date.
 - h. The Current Living Wage Rate (effective January 1, 2019) is \$14.50 per hour.
- I.25.3 The Living Wage Act Fact Sheet may be found at <https://sites.google.com/a/dc.gov/ocfoprocsurements/> under the title: Living Wage Act Fact Sheet and is provided in accordance with the provisions of the above referenced DC statutes.

I.26 RESERVED

I.27 AMERICANS WITH DISABILITIES ACT OF 1990 (“ADA”)

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

I.28 FREEDOM OF INFORMATION ACT (“FOIA”)

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

I.29 PROPRIETARY REQUIREMENTS

Trade secrets or similar proprietary data, which the Contractor or the District does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted. The District and the Contractor shall identify and mark all proprietary materials.

I.30 INSURANCE

- I.30.1 **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 of its subcontractors to carry the same insurance required herein.
- I.30.2 All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

- I.30.3 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.
- I.30.4 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 nonowned 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 accident 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 \$10,000,000 per occurrence or claim, \$10,000,000 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. Shared limits with the Professional Liability coverage will be acceptable.
5. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Coverage shall also extend to Temporary Help Firm employees and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from a wrongful act, error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will

be exercised for a period of at least 2 years after the completion of the professional services. Shared limits with the Cyber Liability coverage will be acceptable.

7. 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) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form. **All** liability coverages referenced in 1, 2 and 3 (employer's liability) herein, 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.

- I.30.5 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.
- I.30.6 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.
- I.30.7 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.**
- I.30.8 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.
- I.30.9 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.
- I.30.10 NOTIFICATION. The Contractor shall ensure that all policies provide or Contractor itself shall provide that the CO shall be given thirty (30) days prior written notice in the event of adverse 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 shall also provide the CO with an updated Certificate of Insurance should his insurance coverages renew during the contract.

- I.30.11 **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:**

Mr. Anthony A. Stover, CPPO
Contracting Officer
Office of the Chief Financial Officer
Office of Contracts
1100 4th Street SW Suite 610 East
Washington, DC 20024
Phone: 202-442-7122
Email: Anthony.Stover@dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies subject to a signed nondisclosure agreement. 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.30.12 **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.
- I.30.13 **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 or authorized in the in the District.

I.31 FIRST SOURCE EMPLOYMENT AGREEMENT AND 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS

- I.31.1 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).
- I.31.2 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.

- I.31.3 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.
- I.31.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- I.31.5 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.
- I.31.6 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.
- I.31.7 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.
- I.31.8 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.
- I.31.9 The Contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in clause I.7, Disputes.
- I.31.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

I.32 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of the commission, percentage, brokerage, or contingent fee.

I.33 RESERVED

I.34 RESERVED**I.35 FORCE MAJEURE**

Neither the Contractor nor the District shall be deemed in default or otherwise liable hereunder due to either party's inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial orders (which judicial orders are not the result of any act or omission to act which would constitute a default hereunder), or any failure or delay of any transportation, power or other essential thing required, or similar causes beyond the parties control.

I.36 GOVERNING LAW

This contract shall be governed by, and construed in accordance with, the laws of the District of Columbia, including, but not limited to, the District of Columbia Procurement Practices Reform Act and D.C. MUN. REGS. tit. 27.

I.37 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) Contract
- (2) Contract attachments
- (3) RFP, as amended
- (4) BAFOs (in order of most recent to earliest)
- (5) Proposal

[End of Section I]

**SECTION J
ATTACHMENTS**

J.1 ATTACHMENTS

J.1.1 The following procurement related attachments are hereby incorporated:

Attachment Number	Document
J.1	Office of Contracts Bidder/Offeror Certification Form
J.2	RESERVED
J.3	Department of Labor Wage Determination No. 2015-4281, Revision No. 12 dated December 26, 2018.
J.4	Doing Business with Integrity
J.5	RESERVED
J.6	RESERVED
J.7	RESERVED
J.8	RESERVED
J.9	RESERVED
J.10	Vendor Verification/Quarterly Report
J.11	EFS – Pricing Schedule
J.12	OCFO Bus Applications As Is
J.13	OCFO As Is (SOAR) Environment

Attachment Number	Document
J.14	Accounting System Process Flow
J.15	SOAR User Counts
J.16	OCFO Org Chart
J.17	Implementation Pricing Schedule
J.18	Current Budget Process Summary
J.19	Current Data Sets for Conversion
J.20	Current Integrations and Interfaces
J.21	Glossary of Terms
J.22	RESERVED
J.23	Project Planned Timeline
J.24	Implementation Resource Plan

[End of Section J]