

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE CHIEF FINANCIAL OFFICER



Office of Management and Administration  
Office of Contracts

September 27, 2019

Betty Hwang  
Managing Director  
Deloitte & Touche, LLC

RE: Notification of Award  
Solicitation No. CFOPD-19-R-030  
Business Process and TMS Consulting Services

Dear Ms. Hwang:

The Office of the Chief Financial Officer (“OCFO”) is pleased to award Contract Number CFOPD-19-C-030 for Business Process and TMS Consulting Services to Deloitte & Touche, LLC as a result of the subject solicitation.

This letter is also to notify you that in accordance with Section I.30 –Insurance “The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.” Please provide the applicable proof of insurance coverage within ten (10) calendar days of receipt of this notification.

Please address the rider to the attention of the Administrative Assistant at the following address:

Office of Management and Administration  
Office of Contracts  
Attn: Chrishelle Minor  
1100 4<sup>th</sup> Street SW, Suite E620  
Washington, DC 20024  
Chrishelle.Minor@dc.gov

The Contracting Officer's Technical Representative is Sarah Jacobus, Cash Operations Manager in the Office of Finance & Treasury (OFT). You will be contacted by OFT in the very near future to schedule a start up meeting.

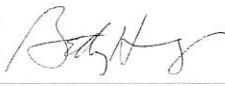
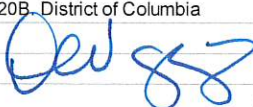
Congratulations on receipt of this contract. If you have any questions, you may contact Samira Davis, Contract Specialist, at 202-442-6428.

Sincerely,

A handwritten signature in blue ink, appearing to read "DW 887".

Drakus Wiggins, CPPB, CPPO  
Contracting Officer  
Office of Contracts

Contract No. CFOPD-19-C-030  
 Business Process and TMS Consulting Services

<b>AWARD/CONTRACT</b>		1. Solicitation Number CFOPD-19-R-030		Page of Pages			
				1	55 + Attachments		
2. Contract Number CFOPD-19-C-030		3. Effective Date See 20C		4. Requisition/Purchase Request/Project No.			
5. Issued By <b>Office of the Chief Financial Officer</b> <b>Office of Contracts</b> <b>1100 - 4th Street, SW., Suite E610</b> <b>Washington, DC 20024</b>		Code		6. Administered By (If other than line 5) Office of the Chief Financial Officer Office of Finance and Treasury 1101 4th Street, S.W. Suite W1636 Washington, DC 20024 202-727-2469			
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Deloitte & Touche LLP 55 12th St. NW, Suite 400, Washington, DC 2004 Tel: 312 443 3882 Betty Wang <a href="mailto:behwang@deloitte.com">behwang@deloitte.com</a>			8. Delivery <input type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule Section F)				
Code			9. Discount for prompt payment				
Facility			10. Submit Invoices in accordance with Section G.3				
Code			Item				
11. Ship to/Mark For Office of the Chief Financial Officer Office of Finance and Treasury Suite W1636 1101 4th Street, S.W. Washington, DC 20024 Price			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 oma.invoicing @dc.gov				
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	Business Process and TMS Consulting Services		1	Lot	\$950,000	\$950,000.00	
Total Amount of Contract						\$950,000.00	
16. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
	PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
	A	Solicitation/Contract Form	1		I	Contract Clauses	26
	B	Supplies or Services and Price/Cost	2		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
	C	Description/Specifications/Work Statement	9		J	List of Attachments	54
	D	Packaging and Marking	11		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E	Inspection and Acceptance	12		K	Representations, Certifications and Other Statements of Offerors	55
	F	Deliveries or Performance	14				
	G	Contract Administration Data	15		L	Instructions, conditions & notices to offerors	
	H	Special Contract Requirements	19		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 1 pdf 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) Betty Hwang				20A. Name of Contracting Officer Drakus Wiggins			
19B. Name of Contractor  (Signature of person authorized to sign)		19C. Date Signed 9/24/2019		20B. District of Columbia  (Signature of Contracting Officer)		20C. Date Signed 9/27/19	

## **SECTION B**

### **CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE**

#### **B.1 GENERAL INFORMATION**

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of Office of Finance & Treasury (OFT) (the “District”) is awarding a Contract to provide consulting services for Business Process Review and assist with the Treasury Management System (TMS) Implementation.

#### **B.2 CONTRACT TYPE**

The District is awarding a Firm Fixed price type contract a requirement component.

#### **B.3 PRICING SCHEDULE**

- B.3.1 The District will purchase its requirements of the services included herein Contract Line Item Number (CLIN) 03 from the Contractor. The estimated quantities stated in the Price Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the exact quantity that 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 all required quantities. The District will order the services as needed.
- B.3.2 The Contractor’s pricing shall be the Contractor(s) all-inclusive compensation; such as direct costs, indirect costs, travel, and materials, for providing all services required in the Contract.
- B.3.3 The Contractor’s firm, fixed unit price for each of the CLIN shall be for all deliverables required for the corresponding Task, with the exception of customized reports, priced specifically as CLIN 03.
- B.3.4 The Contractor shall provide a price breakdown for CLIN 01 and CLIN 02. The price breakdown shall be proportionately based on the progress of the major milestones of the Contractor’s Project Plans to perform the services described in and required by the Contract. Each price breakdown shall represent a CLIN.
- B.3.5 The pricing for the CLINs shall be firm fixed for the Base Period and Option Periods, if exercised, of the Contract, in the event that a major milestone is delayed and performed in an Option Period.

**B.4 PRICE SCHEDULE**

**B.4.1 Price Schedule Task One – Firm Fixed Price**

CLIN	Item Description						
01	Task One: Business Process Review and Redesign						
CLIN	Month	Task	Milestone Description	Deloitte Deliverables	Fees	Milestone Date	Billing Date
01a	1	One: BPR	Align on BPR project plan and key milestones	1. BPR Project Plan (due 30 days from contract award) 2. Current state situation analysis (due 30d from contract award)	\$100,000	End of Mo 1	Beginning of Mo 2
01b	2	One, Two: BPR/ TMS Design	Complete BPR recommendations, to-be process maps for client review and sign-off	1. Business Process Redesign Document of recommended plans, including requirements definition and New Process Design Maps (due 45 d from start of Task 3)	\$100,000	End of Mo 2	Beginning of Mo 3
				<b>Total</b>	<b>\$200,000</b>		

**B.4.2 Price Schedule Task Two – Firm Fixed Price**

CLIN	Item Description						
02	Task Two: TMS Implementation						
CLIN	Month	Task	Milestone Description	Deloitte Deliverables	Fees	Milestone Date	Billing Date
02a	3	Two: TMS Implementation - Design	Kick-off Task Two with all involved parties (e.g., OFT, Kyriba, banks)	1. WBS and TMS Implementation Plan with milestones, deliverables and delivery dates, baseline, critical path, dependencies, risk/change/communication management that have been mutually agreed to with Kyriba and OFT (due 1 week from Task Two kick-off) 2. Weekly status reports	\$100,000	End of Mo 3	Beginning of Mo 4

Contract No. CFOPD-19-C-030  
 Business Process and TMS Consulting Services

CLIN	Month	Task	Milestone Description	Deloitte Deliverables	Fees	Milestone Date	Billing Date
02b	4	Two: TMS Implementation - Design/Build	Deliver refined/customized design documentation for in-scope areas for TMS implementation	1. Weekly status reports 2. Finalize refined/customized design documentation for in-scope areas for TMS implementation	\$100,000	End of Mo 4	Beginning of Mo 5
02c	5	Two: TMS Implementation - Build	Perform data reconciliation and analysis and prepare for upload into Kyriba	1. Weekly status reports 2. Kyriba reporting consulting advice	\$100,000	End of Mo 5	Beginning of Mo 6
02d	6	Two: TMS Implementation - Build	Develop testing strategy, schedule and plan for conducting SIT and UAT test phases	1. Weekly status reports 2. TMS Testing Strategy, TMS test schedule, parallel/performance/integrations/acceptance testing, to be delivered in accordance with the approved Project Plan 3. Kyriba reporting consulting advice	\$100,000	End of Mo 6	Beginning of Mo 7
02e	7	Two: TMS Implementation - Build	Develop detailed test scripts for SIT and UAT execution	1. Weekly status reports 2. Develop execution test scripts for SIT and UAT based on agreed to functional and technical requirements and solution design with OFT and Kyriba	\$100,000	End of Mo 7	Beginning of Mo 8
02f	8	Two: TMS Implementation - Test (SIT)	Deliver updated policies and standard operating procedures identified during Task One and review SIT results against agreed to design and business requirements	1. Weekly status reports 2. Training Plan, customized to the District's implementation and processes, including timeline, documentation, and in person and/or remote training for OFT cash and investment management personnel, to be delivered in accordance with the approved Project Plan 3. Policies and Standard Operating Procedures with workflow to document new business/operational processes, due in conjunction with, or prior to the Final Solution Acceptance (initial set)	\$90,000	End of Mo 8	Beginning of Mo 9

Contract No. CFOPD-19-C-030  
 Business Process and TMS Consulting Services

CLIN	Month	Task	Milestone Description	Deloitte Deliverables	Fees	Milestone Date	Billing Date
02g	9	Two: TMS Implementation - Test (UAT)	Deliver updated policies and standard operating procedures identified during Task One and review UAT results against agreed to design and business requirements	1. Weekly status reports 2. Tailored cutover plan to the District's specific implementation, to document the tasks necessary to move to Production, including approvals from project stakeholders (delivered one month prior to scheduled cutover) 3. Policies and Standard Operating Procedures with workflow to document new business/operational processes, due in conjunction with, or prior to the Final Solution Acceptance (final set)	\$80,000	End of Mo 9	Beginning of Mo 10
02h	10	Two: TMS Implementation - Test (UAT) / Deployment Readiness/Deployment	Facilitate deployment readiness and planning and execute on cutover plan in conjunction with OFT stakeholders, banks and Kyriba	1. Weekly status reports 2. Final Solution Acceptance: The Contractor shall submit a document to the OFT stating that the production solution and all requisite deliverables have been successfully delivered to the District	\$80,000	End of Mo 10	Beginning of Mo 11
<b>Total</b>					<b>\$750,000</b>		

**B.4.3 Price Schedule Task Two –Requirement Component**

CLIN	Item Description	Estimated Quantity	Unit Price	Estimated Total Price (Requirements Component)
03	Task Two: Customized Report	2 Customized Reports	No Cost	No Cost

**B.4.4**

<b>Grand Total (CLINs 01-03)</b>	<b>\$950,000</b>
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## SECTION C

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1 SCOPE

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of Office of Finance & Treasury (OFT) (the “District”) is contracting to provide consulting services for Business Process Review and assist with the Treasury Management System (TMS) Implementation.

#### C.2 BACKGROUND

- C.2.1 The District of Columbia Office of the Chief Financial Officer (OCFO), manages the District’s financial operations, which includes tax and revenue administration; the treasury, comptroller and budget offices; economic/fiscal analysis and revenue estimation functions; all District agency financial operations; and the DC Lottery. Within the OCFO, the Office of Finance and Treasury (OFT) is responsible for managing the District’s financial assets and liabilities associated with its annual operating and capital budget. This includes management of the District’s banking and investment activities; check, electronic receipts and disbursements; and its debt issuance and repayment activities. The OFT is also responsible for the oversight of the District’s 401(a) and 457(b) retirement plans, 529 college savings plan, and the Unclaimed Property program. Within OFT, the Cash and Investment Management unit (CIM) is tasked with the efficient and effective management of the District’s cash balances so that all accounts are adequately funded to meet the District’s obligations and idle cash is invested and accounted for accurately and timely by following appropriate laws and policies.
- C.2.2 The general mission of the OFT’s, Cash and Investment Management team is to manage the liquidity of the District of Columbia. This means that all current and projected cash flows must be monitored to ensure that there is sufficient cash to meet all the District’s obligations in a timely fashion while minimizing the need for borrowing, as well as ensuring that excess cash is properly invested. While accomplishing this mission, the OFT must engage in considerable prudence to ensure safety of principal.
- C.2.3 The OFT performs specific treasury tasks related to cash and liquidity management, payments (electronic funds transfer), investment management and cash forecasting. Cash flows come in from a variety of sources (such as: property and income taxes, federal grant drawdowns, Lottery, agency fees, property and income taxes, delinquent collections and other sources). Currently, staff retrieves on-line banking information and manually reconciles cash flows on Excel spreadsheets to determine cash balances and/or liquidity requirements. Payment requests are received from various DC Government Agencies via email and entered into the cash positioning worksheet (CPW) and loaded into the appropriate bank portal for processing. The average quarterly wire transfer volume and dollar amount is 1,188 transactions and \$6.0 billion, respectively. Cash is transferred through multiple proprietary bank portals and manually recorded in Excel spreadsheets for subsequent entry into the legacy general ledger system, R\*STARS, also known as the System of Accounting and Reporting (SOAR). Short term



investments are increased or decreased to reflect the day's liquidity needs. Longer term investments are determined by analysis of the cash forecast, which is updated daily.

C.2.4 The District has issued a Request for Proposal (RFP) soliciting requests for a Treasury Management System (TMS) that would automate the standard, day-to-day treasury transactions. Automation reduces the risk of errors due to human involvement in the payments and reconciliation processes. The objective is to move away from manual, labor intensive processes, to improve operating efficiency and provide personnel with the opportunity to have a more strategic role within OFT. The overarching goal of the TMS is to implement an automated system that would improve current processes to:

1. Enhance the workflow process,
2. Eliminate data entry redundancy,
3. Create robust reporting, analytics and oversight/compliance, and
4. Adhere to best practices while continuing to meet applicable District of Columbia regulatory/legislative requirements.

C.2.5 In addition to the TMS, the District will be implementing a new enterprise resource planning (ERP) Accounting System, Oracle Cloud Financials, to replace the current general ledger system, R\*STARS/SOAR. The TMS that is selected, will interface with the Oracle Cloud Financials and Planning & Budgeting System.

### **C.3 REQUIREMENTS**

#### **C.3.1 General Requirements**

1. The Contractor shall conduct a business process review and redesign of the District's Cash and Investment Management operations and assist with the implementation of an integrated TMS with the current general ledger system R\*STARS/SOAR.
2. The Contractor shall have experience maintaining and implementing treasury management system solutions, including familiarity of TMS software applications offered by TMS SaaS solution providers..
3. The Contractor shall provide resources with proven experience integrating and interfacing treasury management systems with banking services, investment data service providers, accounting software and other third-party platforms.
4. At least one team member assigned to the process review and implementation work shall have the Certified Treasury Professional (CTP) designation.

#### **C.3.2 Task One: Business Process Review and Redesign**

1. The Contractor shall provide a detailed assessment of the District's current Cash and Investment Management operations, benchmarked against industry best practices. The business process review shall focus on potential improvements and increased efficiencies. The processes reviewed shall include, but may not be limited, to the following areas:
  - a) Cash Positioning
  - b) Cash Forecasting

Contract No. CFOPD-19-C-030  
Business Process and TMS Consulting Services

- c) G/L Accounting
  - d) Electronic Funds Transfers
  - e) Internal Control Structures
  - f) Reporting Metrics
  - g) Risk Management
  - h) Investment Management
  - i) Bank Account Administration
  - j) Staffing and Organization
  - k) Treasury Systems Infrastructure and Technology
2. The Contractor shall meet with approximately 12 staff members and document an “as-is”/current business processes.
  3. The Contractor shall identify risks and potential process improvements.
  4. The Contractor shall identify opportunities and make recommendations across the cash and investment operations and TMS system to streamline processes and functions and eliminate redundant and unnecessary processes and functions.
  5. The Contractor shall recommend staffing and organizational improvements. Recommendations shall include, but may not be limited to:
    - a. Optimal headcount and staffing model,
    - b. Roles and responsibilities,
    - c. Organizational structure, and
    - d. Staff backup procedures.
  6. The Contractor shall propose a strategy plan for implementing the recommendations resulting from the findings. The plan should include a schedule identifying changes that should be put into practice immediately and those that should be put into effect with the implementation of the new TMS.
  7. The Contractor shall provide documentation for new policies and standard operating procedures, based on both implemented changes and process improvements resulting from the TMS.
  8. The deliverables for this task are:
    - a. Business Process Review Project Plan that will be followed throughout the project life cycle. The Project Plan shall include details regarding the Contractor’s timeline for providing deliverables and all major milestones for completion of all work required by the Contract, and the Contractor’s and District’s roles and responsibilities of the identified tasks. The Project Plan shall be due within thirty (30) days from contract award
    - b. Current Situation Analysis, of the current process, with Process Maps, due within thirty (30) days from contract award. This deliverable shall include the elements from the requirements of Section C.3.2.1-2.
    - c. Business Process Redesign Document of recommended plans, including requirements definition and New Process Design Maps, due forty-five (45) days from start of Task Two. This deliverable shall include the elements from the requirements of Section C.3.2.3-7.

C.3.3 Task Two: TMS Implementation

1. The Contractor shall manage the business end-to-end TMS implementation with the current general ledger system R\*STARS/SOAR, on behalf of OFT, and ensure the functionality of the TMS aligns with the District's needs and requirements as described in the District's TMS contract.
2. The Contractor shall collaborate with the District's TMS contractor and the OFT to develop, finalize, and maintain a project plan for implementation focused on the District's and the Contractor's tasks and responsibilities in conjunction with the District's TMS contractor's solution implementation project plan.
3. The Contractor shall participate in regularly held status meetings, to be held at a minimum of every week and shall keep the District's Project Manager apprised of project and task status.
4. The Contractor shall develop tools, templates, and documentation for stress testing, risk analysis for process improvement purposes.
5. Data Reconciliation – the Contractor shall analyze, perform validation, and communicate any differences in output between TMS and the District's prior manual processing.
6. The Contractor shall monitor the performance of the system migrations from the development environment to the test environment and from the test environment to the production environment. The Contractor shall provide reports and provide issue resolution after each transition.
7. The Contractor shall build and test the import/export of files to match bank balances, cash and investment positions with up to eight banks and brokers.
8. The Contractor shall assess system performance through validation, back-testing, assumption review, and provide recommendation of ongoing improvements.
9. The Contractor shall develop and test up to two customized reports to meet operational needs and replace current manual reports, including the Cash Note and Investment Report.
10. The Contractor shall provide a training plan designed to develop the application and business task skills required by the Cash and Investment Management operations team/staff.
11. The Contractor shall provide the documentation for the new business/operational processes.
12. In conjunction with the OFT and the District's TMS contractor, the Contractor shall provide documentation to supplement the TMS Contractor's documentation of the TMS system, customized to the District's specific implementation.
13. The deliverables for this task are:
  1. Work Breakdown Structure (WBS) and TMS Implementation Project Plan/Schedule, customized to the District's specific implementation, including, but not limited to, milestones, all deliverables and delivery dates, baseline, critical path, dependencies, risk/change/communication management, to be delivered one week from the kick-off meeting with the COTR. This deliverable shall include the elements from the requirements of Section C.3.3.2. The Contractor shall commence services in accordance with the Project Plan/Schedule once approved in writing by the COTR. The COTR may extend timelines at the COTR's discretion.

2. Weekly status updates, to be delivered before each weekly meeting and include project and task status. This deliverable shall include the elements from the requirements of Section C.3.3.3.
3. Customized workflow test plans to the District's specific implementation including, but not limited to, test schedule, scripts, parallel/performance/integrations/acceptance testing, to be delivered in accordance with the approved Project Plan. This deliverable shall include the elements from the requirements of Section C.3.3.4-8.
4. District specific customized reports to meet operational needs and replace current manual reports, including the Cash Note and Investment report, to be delivered in accordance with the approved project plan. This deliverable shall include the elements from the requirements of Section C.3.3.9.
5. Tailored cutover plan to the District's specific implementation, to document the tasks necessary to move to Production, including approvals from project stakeholders, to be delivered one month prior to scheduled cutover. This deliverable shall include the elements from the requirements of Section C.3.3.10.
6. Training Plan, customized to the District's implementation and processes, including timeline, documentation, and in person and/or remote training for OFT cash and investment management personnel, to be delivered in accordance with the approved Project Plan. This deliverable shall include the elements from the requirements of Section C.3.3.10.
7. Policies and Standard Operating Procedures with workflow to document new business/operational processes, due in conjunction with, or prior to the Final Solution Acceptance deliverable below. This deliverable shall include the elements from the requirements of Section C.3.3.11.
8. Design Documents: in collaboration with OFT and the District's TMS contractor, the Contractor shall deliver customized design/configuration documents, including both functional and technical design, in conjunction with, or prior to the Final Solution Acceptance deliverable below. This deliverable shall include the elements from the requirements of Section C.3.3.12.
9. Final Solution Acceptance: the Contractor shall submit a document to the OFT stating that the production solution and all requisite deliverables have been successfully delivered to the District.

## 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.

## 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

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

- (a) Reserved

## SECTION F

### PERIOD OF PERFORMANCE AND DELIVERABLES

#### F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from the Contract Effective Date.

#### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District and the Contractor may extend the term of this contract for a period of one (1), one-year option periods or successive fractions thereof, by mutual written agreement, before the expiration of the contract. 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 scope of services and price for the option period shall be mutually agreed in writing as part of the extension.

#### F.3 DELIVERABLES

F.3.1 The Contractor shall perform the activities required to complete the Contract requirements and submit each deliverable to the COTR identified in Section G in accordance with Section C.

F.3.2 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.

## SECTION G

### CONTRACT ADMINISTRATION

#### G.1 CONTRACT ADMINISTRATORS

##### (a) **Contracting Officer**

- i. The Contracting Officer (or “CO”) for this contract is:

Drakus Wiggins  
Contracting Officer  
1100 4<sup>th</sup> St. SW Suite E610  
Washington, DC 20024  
Telephone: (202) 442-7121  
Fax: 202-442-6454  
E-mail address: drakus.wiggins@dc.gov

- ii. The Contracting Officer is the only official authorized to legally bind the District and make changes to the requirements, terms and conditions of this contract. Only the Contracting Officer can increase, decrease, extend or terminate this contract. All other changes are unauthorized.
- iii. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- iv. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

##### (b) **Contracting Officer Technical Representative (COTR)**

- i. The COTR for this contract is:

Sarah Jacobus  
Cash Operations Manager  
1101 4th St. S.W. Washington, DC 20024  
(202) 442-6318  
Sarah.Jacobus@dc.gov

- ii. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:



- a. Keeping the Contracting Officer fully informed of any technical or contractual difficulties encountered during the performance period and advising the Contracting Officer of any potential problem areas under the contract;
  - b. Coordinating site entry for Contractor personnel, if applicable;
  - c. Reviewing invoices for completed work and recommending approval by the Contracting Officer if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - d. Reviewing and approving invoices for deliverables to ensure receipt of goods and services.
  - e. Timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - f. Maintaining a file that includes all contract correspondence, modifications, records of inspections and invoice or vouchers.
- iii. The COTR does NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the Contracting Officer shall make contractual agreements, commitments or modifications;
  - b. Grant deviations from or waive any of the terms and conditions of the contract;
  - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - d. Authorize the expenditure of funds by the Contractor;
  - e. Change the period of performance; or
  - f. Authorize the use of District property, except as specified under the contract.
- iv. The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **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 30<sup>th</sup> day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.

G.2.3 Unless otherwise specified in this contract, and with presentation of a properly executed invoice:

- a) Payment will be made on completion and acceptance of each item for which the price is stated in the Pricing Schedule in Section B,
- b) Payment will be made on completion and acceptance of each percentage or milestone of work in accordance with the prices stated in the Pricing Schedule in Section B, or
- c) Payment may be made on partial deliveries of goods and services accepted by the District if the Contractor requests it and the amount due on the deliveries warrants it as determined by the District.

### **G.3 INVOICE SUBMITTAL**

G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

G.3.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.3.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

### **G.4 THE QUICK PAYMENT ACT**

#### **G.4.1 Interest 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.*, as amended, 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 at least 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 required payment date. The required payment date shall be:

G.4.1.1.1 The date on which payment is due under the terms of this contract;

G.4.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.4.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.4.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.4.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

G.4.1.2.1 3<sup>rd</sup> day after the required payment date for meat or a meat product;

G.4.1.2.2 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

G.4.1.2.3 15<sup>th</sup> day after any other required payment date.

G.4.1.3 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 seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.4.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.4.2.1.2 Notify the CO and the subcontractor(s), 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 subcontractors or suppliers 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 at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.4.2.2.1 3<sup>rd</sup> day after the required payment date for meat or a meat product;

G.4.2.2.2 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

G.4.2.2.3 15<sup>th</sup> day after any other required payment date.

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

#### **G.4.3 Subcontract requirements**

- G.4.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).
- G.4.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

**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.

## 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, following any gross misconduct and 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 §2-218.43 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, project manager, District of Columbia Auditor and the Director of the Department of Small and Local Business Development (at [compliance.enforcement@dc.gov](mailto:compliance.enforcement@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 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 quarterly report to the Department of Small and Local Business Development (at [compliance.enforcement@dc.gov](mailto:compliance.enforcement@dc.gov)), the Contracting Officer, project manager 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.

The Beneficiary shall go to <https://dslbd.dc.gov> □ Scroll down to SBE Forms under the section ‘Stay in Compliance’ □ Click on that link & select ‘District Agency Compliance’ in order to access the DSLBD forms for beneficiaries to use for reporting requirements. The Beneficiary may further contact DSLBD at (202) 727-3900 for instructions on SBE Forms.

- H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, project manager 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 §2-218.63.

#### 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 to the point of contact on Page 1 of this solicitation, to the attention of 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 additional 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.3.16 Notice of Approved Waiver**

A waiver has been approved by the Director of the Department of Small and Local Business Development for the base period of the resultant contract. Therefore, the foregoing provisions of Section H.3 ARE NOT applicable. However, the certified business enterprise subcontracting requirements of Section H.3 IS applicable to option periods, if exercised, for Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, unless a waiver for said option period has been approved in advance by the Director of the Department of Small and Local Business Development.

#### **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 Reserved.
- 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 Contract 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 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified as such in Contractor's final proposal submission are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, other than circumstances where notice is not possible (e.g., resignation, termination of employment, illness, etc.), the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed

replacement individuals, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any such proposed replacement individuals. The CO will not unduly withhold timely approval.

#### **H.9 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.

## 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."
- 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.
- H. Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act)
- I. Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.
- J. Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152)
- K. 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. The current living wage rate, the Living Wage Act Fact Sheet which includes exemption information, and the Living Wage Act Poster may be found at <http://does.dc.gov/service/wage-and-hour-compliance> or contact the Department of Employment Services at (202) 724-7000.

#### 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**

- 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) \$1,000,000 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**

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

- (a) **Claims by a Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to 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.
- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The Contractor's claim shall contain at least the following:
    - (i) A description of the claim and the amount in dispute;
    - (ii) Data or other information in support of the claim;
    - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
    - (iv) The Contractor's request for relief or other action by the Contracting Officer.
  - (2) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
  - (3) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within 60 calendar days after receipt of the claim. For any claim over \$50,000, the Contracting Officer shall issue a decision within 90 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
  - (4) The Contracting Officer's written decision shall do the following:
    - (i) Provide a description of the claim or dispute;
    - (ii) Refer to the pertinent contract terms;
    - (iii) State the factual areas of agreement and disagreement;
    - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;



- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the contracting officer's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the Contracting Officer to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-360.04.
- (6) 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. Liability this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.
- (b) **Claims by the District against a Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to 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.
- (1) The Contracting Officer shall decide all claims by the District against a Contractor arising under or relating to a contract.
  - (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
    - (i) Provide a description of the claim or dispute;
    - (ii) Refer to the pertinent contract terms;
    - (iii) State the factual areas of agreement and disagreement;
    - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
    - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

- (vi) Indicate that the written document is the Contracting Officer's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The Contracting Officer shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
  - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
  - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
  - (6) This paragraph shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions 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.
  - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

## **1.8 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.

## **1.9 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 the 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. (The parties agree that this subsection is not applicable to this Contract) 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, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called "manufacturing materials") as the Contractor has specifically produced or specifically produced or specifically acquired for the performance being terminated; 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 supplies delivered to and accepted by the District shall be at the contract price. Payment for

manufacturing materials delivered to and agreed upon by the Contractor and Contacting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

- 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 terminate performance of work under this contract in whole or, from time to time, 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 of termination, which effective date shall be at least five (5) business days after Contractor's receipt of such Notice of Termination.

(b) 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:

- (1) Stop work as of the effective date of termination specified in the notice.
- (2) 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.
- (3) Terminate all contracts to the extent they relate to the work terminated.
- (4) 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 will have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) 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.

(6) (The parties agree that this subsection is not applicable to this Contract) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

(8) 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 acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) 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.

(c) 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.

(d) After termination, the Contractor shall submit a final termination 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 no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. 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 to 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 (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) 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 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:

(1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of :

(i) 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)(1) above;

(ii) The 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)(1) above; and

(iii) A sum, as profit on subparagraph f(1) 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 (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) 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 (f) 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 paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), 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 (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

- (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
- (2) Any claim which the District has against the Contractor under this contract; and
- (3) 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.

(j) 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 ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

- (k)
- (1) The District may, under the terms and conditions it prescribes, make 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.
  - (2) 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 10 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 payment 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.

(l) 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 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 District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq., 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 NON-DISCRIMINATION 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 9351, 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 non-discrimination 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. 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.
- F. 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 INTELLECTUAL PROPERTY RIGHTS**

I.18.1 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.

I.18.2 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.

**I.19 PATENTS**

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 RESEVED**

**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 expenditures under the contract in excess of the encumbered budget authority are subject to appropriation or additional budget authority.

**I.22 MULTIYEAR CONTRACT**

If funds are not appropriated or otherwise made 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) 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 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations and in the event future funds are not appropriated, this contract will be terminated as set forth in Section I.22.

**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 RESERVED**

**I.30 INSURANCE**

- A. GENERAL REQUIREMENTS. The Contractor 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-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required liability policies, excluding Employer's Liability and Professional Liability (if applicable), shall include the Government of the District of Columbia as an additional insured with respect to Contractor's acts or omissions related to performance under this Contract and shall contain a waiver of subrogation.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District in its capacity as an additional insured.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured 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, shall be primary and non-contributory with any other insurance maintained by the District of Columbia.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per accident combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for bodily injury; \$500,000 per employee for bodily injury by disease; and \$500,000 for policy bodily injury by disease limit.

#### B. PRIMARY AND NONCONTRIBUTORY INSURANCE

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for five (5) years following final acceptance of the work performed under this contract.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price
- G. NOTIFICATION. The Contractor shall ensure that all policies provide 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 and not replaced with insurance meeting all requirements and specifications herein without lapse. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should his insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:  
(See G.1.a)**

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

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

- 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.30.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Section I.7.
- 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 HEALTH AND SAFETY STANDARDS**

(The parties agree that this Section is not applicable to this contract.) Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended (“OSHA”), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

**I.34 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.35 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 of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. and D.C. MUN. REGS. tit. 27.

**I.36 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) Revised Proposal dated 8/22/19
- (4) Contractor Proposal dated 5/14/19

Contract No. CFOPD-19-C-030  
Business Process and TMS Consulting Services

**SECTION J**  
**ATTACHMENTS**

The following Attachments are hereby incorporated:

- J.1 U.S. Department of Labor Wage Determination No. 2015-4281 Rev 14 - 07162019
- J.2 Bidder/Offeror Certifications
- J.3 Doing Business with Integrity
- J.4 Incorporated Clarifications

**ATTACHMENT J.1**

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4281  
Daniel W. Simms Division of | Revision No.: 14  
Director Wage Determinations | Date Of Last Revision: 07/16/2019

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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States: District of Columbia Maryland Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert Charles Prince George's

Virginia Counties of Alexandria Arlington Fairfax Falls Church Fauquier



Loudoun Manassas Manassas Park Prince William Stafford

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.95
01012 - Accounting Clerk II		21.28
01013 - Accounting Clerk III		23.81
01020 - Administrative Assistant		34.06
01035 - Court Reporter		24.02
01041 - Customer Service Representative I		14.94
01042 - Customer Service Representative II		16.81
01043 - Customer Service Representative III		18.33
01051 - Data Entry Operator I		16.64
01052 - Data Entry Operator II		18.16
01060 - Dispatcher Motor Vehicle		19.84
01070 - Document Preparation Clerk		17.75
01090 - Duplicating Machine Operator		17.75
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		16.71
01191 - Order Clerk I		15.29
01192 - Order Clerk II		16.68
01261 - Personnel Assistant (Employment) I		18.87
01262 - Personnel Assistant (Employment) II		21.11
01263 - Personnel Assistant (Employment) III		23.52
01270 - Production Control Clerk		25.59
01290 - Rental Clerk		16.55
01300 - Scheduler Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29

01320 - Service Order Dispatcher	17.73
01410 - Supply Technician	34.06
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.56
01531 - Travel Clerk I	16.28
01532 - Travel Clerk II	17.50
01533 - Travel Clerk III	18.79
01611 - Word Processor I	17.16
01612 - Word Processor II	19.27
01613 - Word Processor III	21.56
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	28.60
05010 - Automotive Electrician	23.78
05040 - Automotive Glass Installer	22.39
05070 - Automotive Worker	22.39
05110 - Mobile Equipment Servicer	19.26
05130 - Motor Equipment Metal Mechanic	25.04
05160 - Motor Equipment Metal Worker	22.39
05190 - Motor Vehicle Mechanic	25.04
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.39
05310 - Painter Automotive	23.78
05340 - Radiator Repair Specialist	22.39
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	25.04
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	15.92
07042 - Cook II	18.51
07070 - Dishwasher	12.39
07130 - Food Service Worker	11.88
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	11.34
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06

09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.64
11060 - Elevator Operator	13.50
11090 - Gardener	19.77
11122 - Housekeeping Aide	13.50
11150 - Janitor	13.50
11210 - Laborer Grounds Maintenance	14.75
11240 - Maid or Houseman	13.12
11260 - Pruner	13.08
11270 - Tractor Operator	18.08
11330 - Trail Maintenance Worker	14.75
11360 - Window Cleaner	15.22
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.49
12012 - Certified Occupational Therapist Assistant	33.40
12015 - Certified Physical Therapist Assistant	27.29
12020 - Dental Assistant	22.82
12025 - Dental Hygienist	45.97
12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	19.82
12072 - Licensed Practical Nurse II	22.17
12073 - Licensed Practical Nurse III	24.71
12100 - Medical Assistant	17.99
12130 - Medical Laboratory Technician	22.97
12160 - Medical Record Clerk	18.96
12190 - Medical Record Technician	21.21
12195 - Medical Transcriptionist	20.67
12210 - Nuclear Medicine Technologist	40.09
12221 - Nursing Assistant I	11.91
12222 - Nursing Assistant II	13.39

12223 - Nursing Assistant III	14.61
12224 - Nursing Assistant IV	16.41
12235 - Optical Dispenser	23.25
12236 - Optical Technician	19.12
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	19.00
12305 - Radiologic Technologist	34.88
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	28.97
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.07
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	33.44
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	38.84
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	35.07
13058 - Library Technician	20.89
13061 - Media Specialist I	25.31
13062 - Media Specialist II	28.32
13063 - Media Specialist III	31.55
13071 - Photographer I	18.32
13072 - Photographer II	20.79
13073 - Photographer III	26.04
13074 - Photographer IV	31.52
13075 - Photographer V	37.14
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	27.27

14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
14170 - System Support Specialist	38.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	39.20
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	32.93
15085 - Maintenance Test Pilot Fixed Jet/Prop	49.06
15086 - Maintenance Test Pilot Rotary Wing	49.06
15088 - Non-Maintenance Test/Co-Pilot	49.06
15090 - Technical Instructor	29.67
15095 - Technical Instructor/Course Developer	36.30
15110 - Test Proctor	23.96
15120 - Tutor	23.96
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.81
16030 - Counter Attendant	13.81
16040 - Dry Cleaner	16.94
16070 - Finisher Flatwork Machine	13.81
16090 - Presser Hand	13.81

16110 - Presser Machine Drycleaning	13.81
16130 - Presser Machine Shirts	13.81
16160 - Presser Machine Wearing Apparel Laundry	13.81
16190 - Sewing Machine Operator	17.81
16220 - Tailor	18.68
16250 - Washer Machine	15.14
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.18
19040 - Tool And Die Maker	31.49
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.25
21030 - Material Coordinator	25.59
21040 - Material Expediter	25.59
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	20.25
21110 - Shipping Packer	18.13
21130 - Shipping/Receiving Clerk	18.13
21140 - Store Worker I	14.12
21150 - Stock Clerk	18.82
21210 - Tools And Parts Attendant	20.25
21410 - Warehouse Specialist	20.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	38.52
23019 - Aircraft Logs and Records Technician	28.93
23021 - Aircraft Mechanic I	36.58
23022 - Aircraft Mechanic II	38.52
23023 - Aircraft Mechanic III	40.41
23040 - Aircraft Mechanic Helper	25.67
23050 - Aircraft Painter	34.74
23060 - Aircraft Servicer	28.93
23070 - Aircraft Survival Flight Equipment Technician	34.74
23080 - Aircraft Worker	30.76
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	30.76
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	36.58

23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.92
23125 - Cable Splicer	34.63
23130 - Carpenter Maintenance	22.89
23140 - Carpet Layer	20.49
23160 - Electrician Maintenance	28.88
23181 - Electronics Technician Maintenance I	30.70
23182 - Electronics Technician Maintenance II	32.60
23183 - Electronics Technician Maintenance III	34.33
23260 - Fabric Worker	23.31
23290 - Fire Alarm System Mechanic	25.71
23310 - Fire Extinguisher Repairer	21.47
23311 - Fuel Distribution System Mechanic	32.57
23312 - Fuel Distribution System Operator	25.56
23370 - General Maintenance Worker	22.30
23380 - Ground Support Equipment Mechanic	36.58
23381 - Ground Support Equipment Servicer	28.93
23382 - Ground Support Equipment Worker	30.76
23391 - Gunsmith I	21.47
23392 - Gunsmith II	24.96
23393 - Gunsmith III	27.91
23410 - Heating Ventilation And Air-Conditioning Mechanic	28.90
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	30.44
23430 - Heavy Equipment Mechanic	28.32
23440 - Heavy Equipment Operator	23.39
23460 - Instrument Mechanic	30.07
23465 - Laboratory/Shelter Mechanic	26.51
23470 - Laborer	14.98
23510 - Locksmith	28.14
23530 - Machinery Maintenance Mechanic	28.87
23550 - Machinist Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	30.07
23592 - Metrology Technician II	31.67
23593 - Metrology Technician III	33.22

23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter Maintenance	21.75
23790 - Pipefitter Maintenance	28.47
23810 - Plumber Maintenance	27.04
23820 - Pneudraulic Systems Mechanic	27.91
23850 - Rigger	28.23
23870 - Scale Mechanic	24.96
23890 - Sheet-Metal Worker Maintenance	26.09
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	31.34
23932 - Telecommunications Mechanic II	33.00
23950 - Telephone Lineman	33.81
23960 - Welder Combination Maintenance	24.34
23965 - Well Driller	22.91
23970 - Woodcraft Worker	27.91
23980 - Woodworker	21.47
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05
24570 - Child Care Attendant	13.72
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	12.99
24620 - Family Readiness And Support Services Coordinator	20.05
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.55
25040 - Sewage Plant Operator	25.77
25070 - Stationary Engineer	33.55
25190 - Ventilation Equipment Tender	23.62
25210 - Water Treatment Plant Operator	25.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83
27007 - Baggage Inspector	17.28
27008 - Corrections Officer	26.85
27010 - Court Security Officer	28.44
27030 - Detection Dog Handler	20.57



27040 - Detention Officer	26.85
27070 - Firefighter	30.03
27101 - Guard I	17.28
27102 - Guard II	20.57
27131 - Police Officer I	30.76
27132 - Police Officer II	34.19
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.62
28042 - Carnival Equipment Repairer	14.88
28043 - Carnival Worker	9.85
28210 - Gate Attendant/Gate Tender	15.74
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.62
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	33.39
29020 - Hatch Tender	33.39
29030 - Line Handler	33.39
29041 - Stevedore I	31.17
29042 - Stevedore II	35.46
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	43.35
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.89
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	32.93
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	27.17
30051 - Cryogenic Technician I	29.70
30052 - Cryogenic Technician II	32.81
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19

30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.93
30095 - Evidence Control Specialist	26.82
30210 - Laboratory Technician	25.68
30221 - Latent Fingerprint Technician I	34.60
30222 - Latent Fingerprint Technician II	38.22
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	32.81
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	32.81
30461 - Technical Writer I	27.08
30462 - Technical Writer II	33.13
30463 - Technical Writer III	40.08
30491 - Unexploded Ordnance (UXO) Technician I	27.56
30492 - Unexploded Ordnance (UXO) Technician II	33.34
30493 - Unexploded Ordnance (UXO) Technician III	39.96
30494 - Unexploded (UXO) Safety Escort	27.56
30495 - Unexploded (UXO) Sweep Personnel	27.56
30501 - Weather Forecaster I	29.70
30502 - Weather Forecaster II	36.13
30620 - Weather Observer Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.34
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85

31043 - Driver Courier	15.66
31260 - Parking and Lot Attendant	12.79
31290 - Shuttle Bus Driver	17.12
31310 - Taxi Driver	14.64
31361 - Truckdriver Light	17.12
31362 - Truckdriver Medium	18.58
31363 - Truckdriver Heavy	21.87
31364 - Truckdriver Tractor-Trailer	21.87
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.26
99030 - Cashier	11.43
99050 - Desk Clerk	13.77
99095 - Embalmer	33.76
99130 - Flight Follower	27.56
99251 - Laboratory Animal Caretaker I	13.24
99252 - Laboratory Animal Caretaker II	14.47
99260 - Marketing Analyst	35.01
99310 - Mortician	34.10
99410 - Pest Controller	20.07
99510 - Photofinishing Worker	14.85
99710 - Recycling Laborer	21.84
99711 - Recycling Specialist	26.77
99730 - Refuse Collector	19.37
99810 - Sales Clerk	12.20
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	27.60
99831 - Surveying Aide	17.15
99832 - Surveying Technician	26.22
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67
99842 - Vending Machine Repairer Helper	15.48

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any

paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1)



dated September 2015 unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard  
Form 1444 (SF-1444) \*\*

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
  
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
  
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
  
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
  
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
  
- 6) Each affected employee shall be furnished by the contractor with a written copy

of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

# ATTACHMENT J.2

## BIDDER/OFFEROR CERTIFICATION FORM

<b>COMPLETION</b>			
The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.			
<b>RESPONSES</b>			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.			
<b>GENERAL INSTRUCTIONS</b>			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.			
<b>SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION</b>			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
<b>PART 1: BIDDER/OFFEROR INFORMATION</b>			
Legal Business Entity Name: Deloitte & Touche LLP		Solicitation #: CFOPD-19-R-030	
Address of the Principal Place of Business (street, city, state, zip code) 555 12th St. NW, Suite 400, Washington, DC 20004		Telephone # and ext.: 312-446-3882	Fax #:
Email Address: behwang@deloitte.com		Website: www.Deloitte.com	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive). <small>Deloitte &amp; Touche LLP is a subsidiary of Deloitte LLP. Please see <a href="https://ww2.deloitte.com/us/en/pages/about-deloitte/articles/about-deloitte.html">https://ww2.deloitte.com/us/en/pages/about-deloitte/articles/about-deloitte.html</a> for a detailed description of the legal structure of Deloitte LLP and its subsidiaries</small>			
Type:	Name:	EIN:	Status:
N/A			
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input type="checkbox"/> Corporation (including PC)		Date of Incorporation:	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input checked="" type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment: February 29, 1996	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State <u>Delaware</u>		Country <u>United States of America</u>	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			
<b>PART 2: INDIVIDUAL RESPONSIBILITY</b>			
<i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>			

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2.3 Been proposed for suspension or debarment?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Please provide an explanation for each "Yes" in Part 2.	
<b>PART 3: BUSINESS RESPONSIBILITY</b>	
Within the past five (5) years, has the bidder/offeror:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3.2 Been proposed for suspension or debarment?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct? <b>See explanation below.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3.5 Been disqualified or proposed for disqualification on any government permit or license?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Please provide an explanation for each "Yes" in Part 3. Like all other major accounting firms, Deloitte & Touche LLP ("Deloitte & Touche") has been named as a defendant in a number of civil lawsuits, most of which are premised on allegations that financial statements issued by clients and reported on by us were incorrect. Based upon our historical experience and our understanding of the circumstances giving rise to such lawsuits, we do not believe that they will have a significant impact on Deloitte & Touche's ability to provide services, or that they will affect our ability to serve our clients.	
From time to time, the staff of the Securities and Exchange Commission ("SEC"), the Public Company Accounting Oversight Board ("PCAOB") and other regulatory or professional authorities or bodies conduct investigations, which include review of professional services provided by Deloitte & Touche; those investigations may or may not result in proceedings. In some of those investigations, the staff has raised issues relating to our compliance with auditing or other professional standards respecting one or more independent audits carried out by us, or the performance of present or former Deloitte & Touche personnel respecting one or more independent audits carried out by us. To our knowledge, none of these matters involves any Deloitte & Touche personnel who would be providing services in connection with this proposed engagement for the District.	
Within the past five years, the following proceedings against Deloitte & Touche were concluded:	
<ol style="list-style-type: none"> <li>On May 23, 2018, Deloitte &amp; Touche consented to a PCAOB order relating to our fiscal year 2012 through 2014 audits of Jack Henry &amp; Associates, Inc. Consistent with Deloitte &amp; Touche's commitment to the highest standards of professionalism, we identified this matter ourselves several years ago, took immediate action to remediate it, and cooperated in full with the PCAOB.</li> <li>On February 28, 2018, Deloitte &amp; Touche entered into a settlement with the U.S. Department of Housing and Urban Development, through its attorneys at the U.S. Department of Justice, to resolve an investigation arising out of Deloitte &amp; Touche's 2002-2008 audits of Taylor, Bean &amp; Whitaker Mortgage Corporation. Deloitte &amp; Touche agreed to this settlement without any admission of liability, in order to avoid the delay, uncertainty, inconvenience, and expense of a civil litigation proceeding.</li> <li>On July 1, 2015, without admitting or denying any findings, Deloitte &amp; Touche consented to the entry of an Order (the "2015 Order") instituting and resolving SEC proceedings based upon an independence-impairing business relationship between Deloitte Consulting LLP and an external consultant who served on the boards and audit committees of three funds audited by Deloitte &amp; Touche. The remedies provided in the 2015 Order include a censure, a cease and desist, disgorgement of audit fees, prejudgment interest, and a civil monetary penalty. The 2015 Order acknowledges that Deloitte &amp; Touche self-identified this independence matter and reported it to the SEC, and that Deloitte &amp; Touche has improved its independence policies and procedures regarding business relationships. Other than this matter, during the past five years, Deloitte &amp; Touche has not been named in any enforcement actions by the SEC. There are no lawsuits pending against Deloitte &amp; Touche by the SEC.</li> <li>On October 22, 2013, pursuant to consent from Deloitte &amp; Touche, the PCAOB issued an order against Deloitte &amp; Touche (the "2013 Order"), which Deloitte &amp; Touche neither admitted nor denied, finding that Deloitte &amp; Touche permitted one of its professionals to become or remain an associated person of Deloitte &amp; Touche during the time that the individual was subject to a PCAOB order suspending him from being associated with a registered public accounting firm. The remedies provided in the 2013 Order include a censure, a civil monetary penalty, and certain changes to Deloitte &amp; Touche's quality control policies and procedures for persons subject to PCAOB-ordered restrictions. The 2013 Order does not concern the adequacy of Deloitte &amp; Touche's audit procedures or the quality of Deloitte &amp; Touche's audits, and is concerned solely with the manner in which the professional was deployed and supervised during that individual's suspension by the PCAOB. We are confident that the additional policies and procedures we have subsequently put in place will prevent a similar matter from arising in the future. There were proceedings by two state boards of accountancy based upon the 2013 Order (one of which was also based upon the 2015 Order) that were resolved in 2016. Neither of these proceedings concerned any matters beyond those addressed in the 2013 and 2015 Orders.</li> </ol>	
There are no pending criminal actions concerning Deloitte & Touche's professional practice.	
<b>PART 4: CERTIFICATES AND LICENSES</b>	
Within the past five (5) years, has the bidder/offeror:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	

<b>PART 5: LEGAL PROCEEDINGS</b>	
Within the past five (5) years, has the bidder/offeree:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	

PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract? <b>See explanation below.</b>	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000? <b>See explanation below.</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity? <b>See explanation below.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance? The Principal responding to these questions is not aware of audits that identified any significant deficiencies in internal controls, illegal acts or violations of contract or grant agreements, significant abuse, or any material allowance.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Deloitte has been audited by the DCMA and/or DCAA in the past three years. The audit(s) did not identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance.	
PART 7: RESPONSE UPDATE REQUIREMENT	
7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract: (a) Within sixty (60) days of a material change to a response; and (b) Prior to the exercise of an option year contract.	
PART 8: FREEDOM OF INFORMATION ACT (FOIA)	
8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Deloitte &amp; Touche LLP ("Deloitte &amp; Touche") objects to the release of the information provided in Section I of the Bidder/Offeror Certification Form as such information is exempt from disclosure under D.C. Code Section 2-534(a)(1), which permits an agency to withhold "[t]rade secrets and commercial or financial information obtained from outside the government, to the extent that disclosure would result in substantial harm to the competitive position of the person from whom the information was obtained." See <i>Washington Post Co. v. Minority Business Opportunity Com'n</i>, 560 A.2d 517 (D.C. App. 1989) (party seeking to invoke Freedom of Information Act exemption for trade secrets and confidential commercial or financial information must show that party from whom information was obtained faces actual competition and that disclosure will cause substantial competitive injury). The information falls within the meaning of Section 2-534(a)(1), and is therefore exempt from disclosure under the District of Columbia Freedom of Information Act of 1976 ("FOIA"), for two independent reasons. First, the information is not the kind of information that Deloitte &amp; Touche customarily discloses to the public, and was provided voluntarily to the District with the reasonable expectation that it would not be released. Second, Deloitte &amp; Touche faces tremendous competition from substantial consulting and advisory firms. See <a href="http://www.hoovers.com/company-information/cs/company-profile.deloitte__touche_llp.bdb964cee747cee.html">http://www.hoovers.com/company-information/cs/company-profile.deloitte__touche_llp.bdb964cee747cee.html</a>.</p> <p>The information provided in Section I constitutes Deloitte &amp; Touche's internal, confidential commercial and financial information. This information is not publicly reported and is not publicly disclosed, and as with many companies, such information is highly sensitive, and Deloitte takes significant steps to protect it from public disclosure, such as ensuring that only those employees within the organization that have a need-to-know such information are made aware of it. Deloitte &amp; Touche only provided this information so that the District could evaluate its responsibility and its ability to perform the work required, but with the expectation that it would</p>	

not be disclosed publicly. Because this information is not publicly disclosed, Deloitte & Touche would be disadvantaged if its competitors were made aware of this information. Therefore, such information is confidential under D.C. Code Section 2-534(a)(1) and should be withheld from public disclosure.

**SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS**

*Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.*

**PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT**

The bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.



1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) \_\_\_\_\_

(b) \_\_\_\_\_

**PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS**

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

- (i) Those prices;
- (ii) The intention to submit a bid/proposal; or
- (iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

Betty Hwang, Managing Director, Deloitte & Touche LLP

B<sub>i</sub>

*[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]*

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

**PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS**

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313 and the Office of Human Rights' regulations in Chapter 11 of title 4 of the DCMR, and agree to comply with them while performing this contract.

**PART 4: FIRST SOURCE OBLIGATIONS**

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

**PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS**

5.1 I hereby certify that the Bidder/Offeror has verified the identity and employment eligibility of all of its employees.

**PART 6: LANGUAGE ACCESS OBLIGATIONS**

6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Official Code § 2-1931(2) and § 2-1931(3)), I hereby certify that I will comply with Language Access compliance requirements of the contracting agency while performing this contract.

**SECTION III. BUY AMERICAN ACT CERTIFICATION**

*Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.*

**PART 1: BUY AMERICAN ACT COMPLIANCE**

1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 22 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United


\_\_\_\_\_ EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

**SECTION IV. CERTIFICATION**

*Instruction for Section IV: This section must be completed by all bidder/offerors.*

I, [Betty Hwang], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.

Name [Print and sign]: Betty Hwang *	Telephone #: 312-446-3882	Fax #:
		
Title: Managing Director	Email Address: behwang@deloitte.com	

Date: September 25, 2019

*The District of Columbia is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.*

**\*Section IV. Certification:**

I, Betty Hwang, as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. All answers are provided based on my personal knowledge and belief and for purposes of Deloitte & Touche LLP. Deloitte & Touche LLP is routinely involved in complex consulting projects. Although we are justifiably proud of our record of client satisfaction, such projects do occasionally give rise to disagreements over contract requirements, and we are occasionally, though rarely, involved in litigation or disputes with clients pertaining to our consulting services. In addition, from time to time, projects may be canceled or end prior to completion, audits or investigations are occasionally performed, and liquidated damages are from time to time assessed. Given the size of the consulting practice and the many hundreds of projects that are performed, information is not centrally tracked and therefore certain questions above were not responded to or responded to subject to this statement.

Notwithstanding the foregoing, Deloitte & Touche LLP is consistently found to be a responsible bidder and is regarded highly in the industry and has demonstrated financial capacity to perform the subject services. There are no past or present matters that will affect Deloitte & Touche LLP 's ability to provide consulting services, or that will affect our ability to serve the District in connection with this proposed engagement.



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE CHIEF FINANCIAL OFFICER**

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**DOING BUSINESS WITH INTEGRITY**

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***Introduction***

You are receiving this because you are a contractor or a vendor who does repeated business with the Office of the Chief Financial Officer (OCFO), Government of the District of Columbia, or you are an organization or individual outside the OCFO with whom we frequently interact.

Our purpose is to advise you of the high expectation of integrity that we strive to bring to bear in all of our business relationships.

***Environment of Trust***

The Office of the Chief Financial Officer is committed to maintaining working relationships that are founded on fair and honest exchanges in all of our business interactions. Our employees are held to high standards of ethical behavior in the conduct of their official business.

We want to share these expectations of ethical business practices with you to ensure that our business relationships are conducted with the highest level of honesty and integrity.

***OCFO Code of Conduct for Employees***

The OCFO Code of Conduct imparts three fundamental values for employees:

- Employees should conduct themselves in such a manner as to maintain and enhance the integrity and professional reputation of the OCFO organization
- Employees should not use their position to secure unwarranted privileges, awards, or exemptions for themselves or others
- Employees should avoid real or perceived conflicts of interest between the employee's private interest and the employee's official duties.

For your reference, the OCFO Code of Conduct can be accessed electronically at [www.cfo.dc.gov](http://www.cfo.dc.gov). Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

### ***Confidentiality of Financial and Other Information***

We expect our employees to maintain absolute confidentiality concerning all information that they obtain, observe, or create relating to the financial affairs of those we do business with. We vigorously investigate any compromise of confidentiality by employees or any attempts to improperly obtain such information by private parties or businesses.

### ***Bribery and Conflict of Interest***

In addition to our standards of conduct, there are certain criminal statutes in the federal criminal code relating to bribery and conflict of interest that apply not only to employees of the federal government, but also to employees of the District of Columbia.

- The offer of anything of value in expectation of specific performance by a government employee is a crime, and even the appearance of such activity should be avoided.
- Employees may not accept anything of value (other than their government salaries) for the performance of their duties. This is outlined below under Gratuities and Other Gift Rules.
- Our employees are required to report all offers of bribes and gratuities to us, and we ensure that these matters are investigated and addressed. Likewise, we encourage anyone who believes they may have been solicited for a bribe or gratuity by an OCFO employee to report the matter immediately, as indicated at the end of this document.
- We also expect our employees to avoid conflicts of interest or the appearance of conflicts of interest. A particularly sensitive issue for government employees is the offer of employment with a company doing business with the OCFO. At any point when a government employee is considering employment with a private company that has a business relationship with the government, that employee must discontinue work on any assignment involving that company or face the very real possibility of violating conflict of interest statutes. This could also jeopardize the company's eligibility to be awarded government contracts.
- Employees are also expressly forbidden from performing official duties in situations involving friends, relatives or persons or businesses with whom they, or their family members, have a financial relationship. At any point where such a relationship is discovered or develops, the employee must discontinue their involvement in the official matter. For the employee and the business entity to continue to conduct official business after such a conflict is evident, would be inappropriate and possibly illegal.

### ***Gratuities***

It is always gratifying to hear that our staff has provided exemplary service to those with whom we do business. Sometimes, however, the expression of appreciation is made in a form that is inappropriate for government employees to accept.

OCFO employees are prohibited by law from accepting money or other things of value as an appreciation for a job well done. Sometimes even the mere offer of something of value may violate bribery and gratuity statutes. A more appropriate expression of gratitude for the service rendered is a letter to the employee's supervisor. If you don't know who that is, you may simply send your letter to the Office of the Chief Financial Officer, and it will be routed to the proper official.

### ***Other Gift Rules***

Gifts of food and/or beverages, even during holiday seasons and other celebratory occasions, are not acceptable if the giver has a business relationship of any kind with the D.C. Government. Such offers, while well-intentioned, tend to give the impression of a special relationship between the giver and the government employee.

This rule does not apply to the offer and acceptance of an insignificant item, such as a soft drink, coffee, donuts and other modest items of food and refreshments when not offered as part of a meal. Additional information on gift rules and exceptions is contained in OCFO Code of Conduct, which can be accessed electronically at [www.cfo.dc.gov](http://www.cfo.dc.gov). Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

### ***Compliance with Contracting Rules and Regulations***

Ensuring compliance with the provisions of contracts is an important expectation of government employees. Even so, we have seen examples where the rules were not followed, usually based on the "need to get the job done." Such behavior puts both the government employee and the contractor in jeopardy.

If modifications to existing contracts are necessary, they should be formally pursued in accordance with OCFO contracting rules and regulations. No work outside the specifications of a contract should be performed without an approved contract modification. Performing work outside of contract specifications or beyond authorized funding, could result in a default for the contractor and denial of payment for such work. In the more extreme cases, failure to comply with contracting regulations could be considered fraud and may be investigated as a criminal violation.

### ***Reporting Misconduct, Fraud, Waste and Abuse***

The OCFO has a zero tolerance policy for fraud and misconduct involving its employees and programs. Similarly, we do not tolerate attempts to corrupt our employees.

The Office of Integrity and Oversight is an independent entity of the OCFO with responsibility for protecting the integrity of the OCFO and preventing fraud and other misconduct in OCFO programs. OIO conducts investigations of alleged employee misconduct and works closely with federal and District law enforcement agencies in investigating criminal offenses affecting the integrity of the OCFO.

We all want the government's business to be conducted fairly, impartially, and with the highest degree of integrity. The best way to ensure this is to report any indication that illegal acts or administrative misconduct may have occurred. Here is how you can report such matters, by telephone, in person, mail, or electronically:

**OCFO Office of Integrity and Oversight**

1100 4<sup>th</sup> Street, S.W.; Suite 750-E  
Washington, DC 20024  
(202) 442-6433

In addition to receiving your report, investigators are available to discuss any questions or concerns you may have about the matter. Reporting can also be done electronically at the OCFO website: [www.cfo.dc.gov](http://www.cfo.dc.gov). Under Information, click on the Integrity and Oversight link, and then click on Reporting Incidents and Concerns.

**OCFO Confidential Hotline**

In order to address any concern about reporting anonymously, the OCFO has contracted with an independent, third-party organization that provides a confidential hotline service. This hotline is available for reporting allegations of OCFO employee misconduct, and fraud, waste and abuse involving OCFO programs.

Reports can be made by telephone to this toll-free hotline, which is staffed 24 hours a day, at 1-877-252-8805, or it can be accessed at [www.ocfo.ethicspoint.com](http://www.ocfo.ethicspoint.com).

**District of Columbia Office of the Inspector General**

Reports of fraud, waste and abuse may be reported to the Office of the Inspector General by telephone at 1-800-521-1639, or electronically at [www.oig.dc.gov](http://www.oig.dc.gov).

## Attachment J.4

### Incorporated Clarifications

The District acknowledges and agrees that the scope, schedule and pricing included in Contractor's proposal was based on the assumptions included in this Attachment J.4, which includes among other things, clarifications to the scope of services set forth in Section C of the Contract. In the event of the failure of any assumptions set forth in Attachment J.4, or if the District fails to perform any of its obligations under the Contract, the parties shall address any adverse impacts in accordance with Section I.8, Changes.

#### Contractor's Assumptions and Dependencies:

1. The following responsibilities are out of scope for the Contractor:
  - a) The implementation of recommendations provided as part of Task One that falls outside of the scope of the Treasury Management System (TMS) project will not be in scope.
  - b) Software configuration to enable business processes, work flows and data interfaces in the TMS.
  - c) Development and implementation of interfaces between the TMS and other information systems.
  - d) The Contractor shall coordinate establishing bank connectivity with the banks, TMS Contractor and District IT resources to complete the host-to-host build for up to eight banks. However, the technical development of the interfaces and any required configuration in and out of the TMS will be done by the TMS contractor. Additionally, District IT resources will perform internal development required of any middleware software that the District uses and to help set-up file directories necessary to receive files through the host-to-host channel.
  - e) The Contractor shall not be responsible for the extraction of data from OCFO systems or manual sources, the action of remediation of data issues to conform with TMS system requirements, or the loading of data into the TMS, which would include the development and production environments.
  - f) The District has confirmed that conducting stress testing of system performance, referenced in Section C.3.3.4, is not in scope for the Contractor.
  - g) As a point of clarification to Section C.3.3.9, the District confirmed that any "customized" reports that may be required will be produced from Kyriba, the District's TMS system. Given the SaaS nature of Kyriba, any reporting output involves configuration of reporting parameters. As such, the Contractor shall provide consulting advice and reporting training as required to enable the District to configure and develop reports to address business needs. The configuration of, at most, two of these reports shall be performed

by the Contractor.

- h) Determining security requirements of the TMS system and implementing application-level or system-level security controls.
  - i) Providing the following support required for the delivery of training: enrollment of trainees, provision and management of a software environment suitable for training and arranging for appropriate facilities.
  - j) Execution of all testing will be the responsibility of the TMS contractor and the District. The Contractor's role during testing shall be to help the District ascertain that its business and functional requirements are being addressed in the TMS implementor's testing process, help the District ascertain that the TMS solution functions as expected, and to help the District manage the resolution of defects identified in the testing.
  - k) Creation and staging of data required to complete system testing will be the responsibility of the TMS Contractor and the District.
2. Contractor's performance is based upon the following dependencies with the TMS Contractor:
- a) The TMS Contractor will develop its project plan in a format and enough level of detail to be incorporated into the Contractor's project plan.
  - b) The TMS Contractor will document the implementation and configuration of business processes, work flows, transactions (e.g., "Configuration Scripts") and server settings using a format that is consistent with prevailing industry practices.
  - c) The TMS Contractor will be responsible for documenting its procedures and be responsible for software configuration management, version control and the verification steps to be performed when software is migrated from development to testing and production environments. The TMS Contractor will report to the District and the Contractor the results of each migration and conformance with its own procedures.
  - d) The TMS Contractor will provide unrestricted access to its Configuration Scripts and other documentation over the course of the project.
  - e) The TMS Contractor's Configuration Scripts will be finalized and approved by the District at least three weeks prior to the commencement of system acceptance testing and training.
  - f) The TMS Contractor and the District will be responsible for the execution of each test cycle and will provide the outcomes to both the District and the Contractor.
  - g) The TMS Contractor will be responsible for the testing of performance, reliability and security of its hosted solution.
3. Other assumptions:
- a) Once the District accepts the Contractor's Business Process Review Project Plan and TMS Implementation Project Plan, any change in time, increase or decrease, shall require the parties to discuss an equitable adjustment to the



contract.

- b) The Contractor's proposal is based upon an uninterrupted timeline of ten months and is dependent upon certain milestones and conditions enumerated above.
- c) The District will provide at minimum 6 dedicated Treasury resources to assist with this project and the configuration and testing of the system will be the responsibility of the District and TMS Contractor.
- d) There will be at minimum 2 dedicated District IT resources assigned to the project.
- e) As a point of clarification to Section C.3.3.5, the District has confirmed that data reconciliation involves reconciling source data, as provided to the Contractor by the District, to the data as configured or generated by Kyriba. Any data issues or data cleansing of source data or configured data will be addressed by the District.
- f) The Contractor is not responsible for delays resulting from either the actions of the District or the TMS Contractor. Changes to the Contractor's project schedule will be mutually agreed-to by the Parties and may require adjustments to the Contract.
- g) The Contractor will be provided remote access to the TMS Contractor's development, test and training environments as well as any file or document repositories to be used.
- h) It is acceptable for off-shore resources to assist with the project.
- i) The Contractor's test scripts, training materials and business process documentation will substantially rely upon the Configuration Scripts to be developed by the TMS Contractor and as approved by the District.
- j) The District will approve all test scripts at least three weeks prior to the commencement of system acceptance testing, user acceptance testing and training.
- k) Training content to be developed by the Contractor will augment training materials to be provided by the TMS Contractor.
- l) The Contractor will provide a report for Final Solution Acceptance that indicates that all deliverables have been delivered and accepted by the District, and the outcome of system acceptance testing. The report will also identify any open issues or defects, a recommended level of severity, and a recommended course of action.