

|   |         |  |  |   |   |   |  |
|---|---------|--|--|---|---|---|--|
| <b>SOLICITATION, OFFER, AND AWARD</b>   |         |  | 1. Caption<br>Staff Augmentation and Support Services  |   |   | Page of Pages<br>1      84  |  |
|   |         |  | 2. Contract Number   |   | 3. Solicitation Number<br><br>CFOPD-19-F-033  |   | 4. Type of Solicitation<br><input type="checkbox"/> Sealed Bid (IFB)<br><input checked="" type="checkbox"/> Sealed Proposals (RFP)<br><input type="checkbox"/> Sole Source<br><input type="checkbox"/> Emergency |
|   |         |  | 5. Date Issued<br><br>4/26/2019  |   | 6. Type of Market<br><input checked="" type="checkbox"/> GSA<br><input type="checkbox"/> Set Aside<br><input type="checkbox"/> Open Market with Set-Aside<br>SBE Designated Category: |   |  |
| 7. Issued By:<br>Office of the Chief Financial Officer<br>Office of Contracts and Procurement<br>1100 4th Street, SW, Room 610E<br>Washington, DC 20024   |         |  | 8. Address Offer to:<br>Office of Chief Financial Officer<br>Office of Contracts and Procurement<br>1100 4th Street, SW, Room 620E<br>Washington, DC 20024 |   |   |   |  |
| NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"  |         |  |  |   |   |   |  |
| <b>SOLICITATION</b>   |         |  |  |   |   |   |  |
| 9. Sealed offers in original and <u>8</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>1100 4th Street, SW, Suite E610, Washington, DC 20024</u> until <u>2:00PM</u> local time <u>5/24/2019</u><br>(Hour) (Date)      |         |  |  |   |   |   |  |
| 10. For Information Contact   |         | A. Name<br>James E. Crenshaw   |  | B. Telephone<br>(Area Code) 202 (Number) 442-6802 (Ext) |   | C. E-mail Address<br><a href="mailto:james.crenshaw@dc.gov">james.crenshaw@dc.gov</a> |  |
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| <b>OFFER</b>  |         |  |  |   |   |   |  |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein. |         |  |  |   |   |   |  |
| 13. Discount for Prompt Payment   |         | 10 Calendar days %   | 20 Calendar days %   | 30 Calendar days %                                      | ___ Calendar days %   |   |  |
| 14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):   |         |  | Amendment Number   | Date  | Amendment Number  | Date  |  |
|   |         |  |  |   |   |   |  |
|   |         |  |  |   |   |   |  |
|   |         |  |  |   |   |   |  |
| 15A. Name and Address of Offeror  |         |  | 16. Name and Title of Person Authorized to Sign Offer/Contract   |   |   |   |  |
| 15B. Telephone<br>(Area Code) (Number) (Ext)  |         | 15 C. Check if remittance address is different from above - Refer to Section G |  | 17. Signature   |   | 18. Offer Date  |  |
| <b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>  |         |  |  |   |   |   |  |
| 19. Accepted as to Items Numbered   |         |  | 20. Amount   |   | 21. Accounting and Appropriation  |   |  |
|   |         |  |  |   |   |   |  |
| 22. Name of Contracting Officer (Type or Print)   |         |  | 23. Signature of Contracting Officer (District of Columbia)  |   |   | 24. Award Date  |  |
| Government of the District of Columbia  |         |  | Office of the Chief Financial Officer  |   |   |   |  |

**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 the Chief Information Officer (OCIO) (the “District”) is seeking a Contractor to provide Information Technology (IT) Staff Augmentation and Support Services in five different areas: Project Management, Change Management, Technical, and Functional Testing.

**B.2 CONTRACT TYPE**

The District contemplates award of an Indefinite Delivery – Indefinite Quantity (ID/IQ) contract.

**B.3 DESIGNATION OF SOLICITATION FOR THE FEDERAL SUPPLY SCHEDULE**

This solicitation is designated only for Offerors on the Federal Supply Schedule under the provisions of the Procurement Practices Reform Act of 2010, §2-354.10 and pursuant to 40 U.S.C. § 502(a)(3) and 40 U.S.C. § 602(c). Offerors must have an active Federal Supply Schedule contract at the time of submittal.

**B.4 ALL-INCLUSIVE PRICING**

The stated Price Per Unit for each Contract Line Item Number (CLIN) shall be fixed, inclusive of all of the Contractor’s direct cost, indirect cost, and profit; including travel, material, and delivery costs. The price shall include all cost associated with the services described in and required by the Contract. The Total Estimated Price shall represent the price ceiling, fixed fee, or not to exceed amount of the Contract.

**B.5 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT**

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, Section G.6. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum Not to Exceed amount of \$10,000,000.00. The District will order at least the minimum Not to Exceed amount of \$1,000.00.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. In the event the District awards multiple contracts, the maximum and minimum dollar value will be the same as stated above for each contract and for each Contract Period.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to

that order to the same extent as if the order were completed during the contract's effective period.

**B.6 PRICE SCHEDULE – FIRM FIXED PRICE****B.5.1 BASE YEAR**

| <b>Contract<br/>Line Item<br/>No.<br/>(CLIN)</b> | <b>Item Description</b>                                  | <b>Unit</b> | <b>Firm Fixed<br/>Unit Price</b> |
|--|--|-------------|----------------------------------|
| 001  | Program Manager  | Hourly      | \$_____                          |
| 002  | Project Manager – Oracle                                 | Hourly      | \$_____                          |
| 003  | Project Manager – Organizational Change Management (OCM) | Hourly      | \$_____                          |
| 004  | Project Manager -Treasury Management System (TMS)        | Hourly      | \$_____                          |
| 005  | Project Manager  | Hourly      | \$_____                          |
| 006  | Oracle Solution Architect - Functional                   | Hourly      | \$_____                          |
| 007  | Oracle Solution Architect - Technical                    | Hourly      | \$_____                          |
| 008  | Oracle Functional Project Lead                           | Hourly      | \$_____                          |
| 009  | Oracle Technical Project Lead                            | Hourly      | \$_____                          |
| 010  | Software Testing Lead                                    | Hourly      | \$_____                          |
| 011  | Software Testing Analyst                                 | Hourly      | \$_____                          |
| 012  | Software Testing Automation Engineer                     | Hourly      | \$_____                          |
| 013  | Oracle Application Developer Sr.                         | Hourly      | \$_____                          |
| 014  | Oracle Application Developer Sr.                         | Hourly      | \$_____                          |
| 015  | Oracle Application Developer Sr.                         | Hourly      | \$_____                          |
| 016  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 017  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 018  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 019  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 020  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 021  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 022  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 023  | Oracle Middleware Developer Sr.                          | Hourly      | \$_____                          |
| 024  | Oracle Application DBA Sr.                               | Hourly      | \$_____                          |

|     |   |        |         |
|-----|---|--------|---------|
| 025 | Organizational Change Management Lead         | Hourly | \$_____ |
| 026 | Organizational Change Management Analyst      | Hourly | \$_____ |
| 027 | Oracle Governance Risk and Compliance Analyst | Hourly | \$_____ |
| 028 | Treasury Business Analyst Sr.                 | Hourly | \$_____ |
| 029 | .Net Programmer Jr.                           | Hourly | \$_____ |
| 030 | Business Analyst Jr.                          | Hourly | \$_____ |
| 031 | Project Coordinator Jr.                       | Hourly | \$_____ |
| 032 | Database Administrator Sr. (SQL Server)       | Hourly | \$_____ |
| 033 | Data Architect Senior                         | Hourly | \$_____ |

**B.6.2 Option Year One**

| Contract Line Item No. (CLIN) | Item Description   | Unit   | Firm Fixed Unit Price |
|-------------------------------|--|--------|-----------------------|
| 101                           | Program Manager  | Hourly | \$_____               |
| 102                           | Project Manager – Oracle                                 | Hourly | \$_____               |
| 103                           | Project Manager – Organizational Change Management (OCM) | Hourly | \$_____               |
| 104                           | Project Manager -Treasury Management System (TMS)        | Hourly | \$_____               |
| 105                           | Project Manager  | Hourly | \$_____               |
| 106                           | Oracle Solution Architect - Functional                   | Hourly | \$_____               |
| 107                           | Oracle Solution Architect - Technical                    | Hourly | \$_____               |
| 108                           | Oracle Functional Project Lead                           | Hourly | \$_____               |
| 109                           | Oracle Technical Project Lead                            | Hourly | \$_____               |
| 110                           | Software Testing Lead                                    | Hourly | \$_____               |
| 111                           | Software Testing Analyst                                 | Hourly | \$_____               |
| 112                           | Software Testing Automation Engineer                     | Hourly | \$_____               |
| 113                           | Oracle Application Developer Sr.                         | Hourly | \$_____               |
| 114                           | Oracle Application Developer Sr.                         | Hourly | \$_____               |
| 115                           | Oracle Application Developer Sr.                         | Hourly | \$_____               |

|     |   |        |         |
|-----|---|--------|---------|
| 116 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 117 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 118 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 119 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 120 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 121 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 122 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 123 | Oracle Middleware Developer Sr.               | Hourly | \$_____ |
| 124 | Oracle Application DBA Sr.                    | Hourly | \$_____ |
| 125 | Organizational Change Management Lead         | Hourly | \$_____ |
| 126 | Organizational Change Management Analyst      | Hourly | \$_____ |
| 127 | Oracle Governance Risk and Compliance Analyst | Hourly | \$_____ |
| 128 | Treasury Business Analyst Sr.                 | Hourly | \$_____ |
| 129 | .Net Programmer Jr.                           | Hourly | \$_____ |
| 130 | Business Analyst Jr.                          | Hourly | \$_____ |
| 131 | Project Coordinator Jr.                       | Hourly | \$_____ |
| 132 | Database Administrator Sr. (SQL Server)       | Hourly | \$_____ |
| 133 | Data Architect Senior                         | Hourly | \$_____ |

**B.6.3 Option Year Two**

| <b>Contract<br/>Line Item<br/>No.<br/>(CLIN)</b> | <b>Item Description</b>                                  | <b>Unit</b> | <b>Firm Fixed<br/>Unit Price</b> |
|--|--|-------------|----------------------------------|
| 201  | Program Manager  | Hourly      | \$_____                          |
| 202  | Project Manager – Oracle                                 | Hourly      | \$_____                          |
| 203  | Project Manager – Organizational Change Management (OCM) | Hourly      | \$_____                          |
| 204  | Project Manager -Treasury Management System (TMS)        | Hourly      | \$_____                          |
| 205  | Project Manager  | Hourly      | \$_____                          |
| 206  | Oracle Solution Architect - Functional                   | Hourly      | \$_____                          |
| 207  | Oracle Solution Architect - Technical                    | Hourly      | \$_____                          |
| 208  | Oracle Functional Project Lead                           | Hourly      | \$_____                          |
| 209  | Oracle Technical Project Lead                            | Hourly      | \$_____                          |
| 210  | Software Testing Lead                                    | Hourly      | \$_____                          |
| 211  | Software Testing Analyst                                 | Hourly      | \$_____                          |
| 212  | Software Testing Automation Engineer                     | Hourly      | \$_____                          |
| 213  | Oracle Application Developer Sr.                         | Hourly      | \$_____                          |
| 214  | Oracle Application Developer Sr.                         | Hourly      | \$_____                          |
| 215  | Oracle Application Developer Sr.                         | Hourly      | \$_____                          |
| 216  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 217  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 218  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 219  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 220  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 221  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 222  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |
| 223  | Oracle Middleware Developer Sr.                          | Hourly      | \$_____                          |
| 224  | Oracle Application DBA Sr.                               | Hourly      | \$_____                          |
| 225  | Organizational Change Management Lead                    | Hourly      | \$_____                          |

|     |   |        |         |
|-----|---|--------|---------|
| 226 | Organizational Change Management Analyst      | Hourly | \$_____ |
| 227 | Oracle Governance Risk and Compliance Analyst | Hourly | \$_____ |
| 228 | Treasury Business Analyst Sr.                 | Hourly | \$_____ |
| 229 | .Net Programmer Jr.                           | Hourly | \$_____ |
| 230 | Business Analyst Jr.                          | Hourly | \$_____ |
| 231 | Project Coordinator Jr.                       | Hourly | \$_____ |
| 232 | Database Administrator Sr. (SQL Server)       | Hourly | \$_____ |
| 233 | Data Architect Senior                         | Hourly | \$_____ |

**B.6.4 Option Year Three**

| <b>Contract<br/>Line Item<br/>No.<br/>(CLIN)</b> | <b>Item Description</b>                                  | <b>Unit</b> | <b>Firm Fixed<br/>Unit Price</b> |
|--|--|-------------|----------------------------------|
| 301  | Program Manager  | Hourly      | \$_____                          |
| 302  | Project Manager – Oracle                                 | Hourly      | \$_____                          |
| 303  | Project Manager – Organizational Change Management (OCM) | Hourly      | \$_____                          |
| 304  | Project Manager -Treasury Management System (TMS)        | Hourly      | \$_____                          |
| 305  | Project Manager  | Hourly      | \$_____                          |
| 306  | Oracle Solution Architect - Functional                   | Hourly      | \$_____                          |
| 307  | Oracle Solution Architect - Technical                    | Hourly      | \$_____                          |
| 308  | Oracle Functional Project Lead                           | Hourly      | \$_____                          |
| 309  | Oracle Technical Project Lead                            | Hourly      | \$_____                          |
| 310  | Software Testing Lead                                    | Hourly      | \$_____                          |
| 311  | Software Testing Analyst                                 | Hourly      | \$_____                          |
| 312  | Software Testing Automation Engineer                     | Hourly      | \$_____                          |
| 313  | Oracle Application Developer Sr.                         | Hourly      | \$_____                          |
| 314  | Oracle Application Developer Sr.                         | Hourly      | \$_____                          |
| 315  | Oracle Application Developer Sr.                         | Hourly      | \$_____                          |
| 316  | Oracle ERP Business Analyst Sr.                          | Hourly      | \$_____                          |



|     |   |        |         |
|-----|---|--------|---------|
| 317 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 318 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 319 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 320 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 321 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 322 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 323 | Oracle Middleware Developer Sr.               | Hourly | \$_____ |
| 324 | Oracle Application DBA Sr.                    | Hourly | \$_____ |
| 325 | Organizational Change Management Lead         | Hourly | \$_____ |
| 326 | Organizational Change Management Analyst      | Hourly | \$_____ |
| 327 | Oracle Governance Risk and Compliance Analyst | Hourly | \$_____ |
| 328 | Treasury Business Analyst Sr.                 | Hourly | \$_____ |
| 329 | .Net Programmer Jr.                           | Hourly | \$_____ |
| 330 | Business Analyst Jr.                          | Hourly | \$_____ |
| 331 | Project Coordinator Jr.                       | Hourly | \$_____ |
| 332 | Database Administrator Sr. (SQL Server)       | Hourly | \$_____ |
| 333 | Data Architect Senior                         | Hourly | \$_____ |

**B.6.5 Option Year Four**

| <b>Contract<br/>Line Item<br/>No.<br/>(CLIN)</b> | <b>Item Description</b>                                  | <b>Unit</b> | <b>Firm Fixed<br/>Unit Price</b> |
|--|--|-------------|----------------------------------|
| 401  | Program Manager  | Hourly      | \$_____                          |
| 402  | Project Manager – Oracle                                 | Hourly      | \$_____                          |
| 403  | Project Manager – Organizational Change Management (OCM) | Hourly      | \$_____                          |
| 404  | Project Manager -Treasury Management System (TMS)        | Hourly      | \$_____                          |
| 405  | Project Manager  | Hourly      | \$_____                          |
| 406  | Oracle Solution Architect - Functional                   | Hourly      | \$_____                          |
| 407  | Oracle Solution Architect - Technical                    | Hourly      | \$_____                          |

|     |   |        |         |
|-----|---|--------|---------|
| 408 | Oracle Functional Project Lead                | Hourly | \$_____ |
| 409 | Oracle Technical Project Lead                 | Hourly | \$_____ |
| 410 | Software Testing Lead                         | Hourly | \$_____ |
| 411 | Software Testing Analyst                      | Hourly | \$_____ |
| 412 | Software Testing Automation Engineer          | Hourly | \$_____ |
| 413 | Oracle Application Developer Sr.              | Hourly | \$_____ |
| 414 | Oracle Application Developer Sr.              | Hourly | \$_____ |
| 415 | Oracle Application Developer Sr.              | Hourly | \$_____ |
| 416 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 417 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 418 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 419 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 420 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 421 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 422 | Oracle ERP Business Analyst Sr.               | Hourly | \$_____ |
| 423 | Oracle Middleware Developer Sr.               | Hourly | \$_____ |
| 424 | Oracle Application DBA Sr.                    | Hourly | \$_____ |
| 425 | Organizational Change Management Lead         | Hourly | \$_____ |
| 426 | Organizational Change Management Analyst      | Hourly | \$_____ |
| 427 | Oracle Governance Risk and Compliance Analyst | Hourly | \$_____ |
| 428 | Treasury Business Analyst Sr.                 | Hourly | \$_____ |
| 429 | .Net Programmer Jr.                           | Hourly | \$_____ |
| 430 | Business Analyst Jr.                          | Hourly | \$_____ |
| 431 | Project Coordinator Jr.                       | Hourly | \$_____ |
| 432 | Database Administrator Sr. (SQL Server)       | Hourly | \$_____ |
| 433 | Data Architect Senior                         | Hourly | \$_____ |

**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 the Chief Information Officer (OCIO) (the “District”) is seeking a Contractor to provide Information Technology (IT) Staff Augmentation and Support Services in five different areas: Project Management, Change Management, Technical, and Functional Testing

**C.2 DEFINITIONS**

*Reserved*

**C.3 BACKGROUND**

*Reserved*

**C.4 REQUIREMENTS**

- C.4.1 The Contractor is responsible for providing the required personnel to fulfill the contract requirements and shall provide replacement personnel as necessary as needed by the District. The replacement personnel shall meet or exceed the qualification described in Section C. The District reserves the right to approve replacement personnel.

The IT Support Services personnel include the following positions:

| <b>Positions</b> | <b>IT Support Services</b>                         |
|------------------|--|
| A                | Program Manager                                    |
| B                | Project Manager – Oracle                           |
| C                | Project Manager – Organizational Change Management |
| D                | Project Manager – Treasury Management System       |
| E                | Project Manager                                    |
| F                | Oracle Solution Architect - Functional             |
| G                | Oracle Solution Architect - Technical              |
| H                | Oracle Functional Project Lead                     |
| I                | Oracle Technical Project Lead                      |
| J                | Software Testing Lead                              |
| K                | Software Testing Analyst                           |
| L                | Software Testing Automation Engineer               |
| M                | Oracle Application Developer Sr.                   |

|    |   |
|----|---|
| N  | Oracle Application Developer Sr.              |
| O  | Oracle Application Developer Sr.              |
| P  | Oracle ERP Business Analyst Sr.               |
| Q  | Oracle ERP Business Analyst Sr.               |
| R  | Oracle ERP Business Analyst Sr.               |
| S  | Oracle ERP Business Analyst Sr.               |
| T  | Oracle ERP Business Analyst Sr.               |
| U  | Oracle ERP Business Analyst Sr.               |
| V  | Oracle ERP Business Analyst Sr.               |
| W  | Oracle Middleware Developer Sr.               |
| X  | Oracle Application DBA Sr.                    |
| Y  | Organizational Change Management Lead         |
| Z  | Organizational Change Management Analyst      |
| AA | Oracle Governance Risk and Compliance Analyst |
| AB | Treasury Business Analyst Sr.                 |
| AC | .Net Programmer Jr.                           |
| AD | Business Analyst Jr.                          |
| AE | Project Coordinator Jr.                       |
| AF | Database Administrator Sr. (SQL Server)       |
| AG | Senior Data Architect                         |

**C.4.2 Program Manager:** The Contractor shall provide a Program Manager (Position A) as defined in this section.

**C.4.2.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Program Manager is responsible for successful delivery of large and complex programs/projects through all phases of the Project Management Lifecycle, which includes initiation, planning, development, execution, control & closeout of projects. The Program Manager will also be the primary technical point of contact to the customer and will be responsible for managing work across multiple task areas, including infrastructure (SAAS, PASS or on-premise), applications, change management and customer service support.
- b. Manage relationships with key software and services vendors for the delivery of projects and programs.
- c. Provide thought leadership and expertise around Software Suite and/or Hardware system implementations, IT applications and business processes.
- d. Other duties as assigned.

C.4.2.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Program Manager shall have significant experience implementing Oracle ERP. This person shall have a minimum of 15 years' experience as a program manager to include three individual multi-year ERP project implementations.
- b. Program Manager shall have 10+ years' experience participating as a consultant to business units on software evaluation; reviewing requirement traceability matrixes' development for accuracy and completeness; reviewing test cases and their results to confirm systems perform as expected; working with the stakeholders, subject matter experts, and functional users to verify the system meets the needs of the District; and reviewing and approving technical documentation created in support of new solutions or system upgrades.

2) Education:

- a. A BS degree in Computer Science, Business/Finance or other Technical area or 10+ years of Project/Program Manager experience is required.
- b. An actively maintained Project Management Professional (PMP) Certification is required. ITIL Foundation and/or SCRUM Master Certification is preferred.

3) Technical Skills:

- a. MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, etc.), Oracle Applications 11.5 or higher experience.

**C.4.3 Project Manager - Oracle:** The Contractor shall provide a Project Manager -Oracle (Position B) as defined in this section.

C.4.3.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities:

- a. Project Manager is responsible for successful delivery of large and complex programs/projects through all phases of the Project Management Lifecycle, which includes initiation, planning, development, execution, control & closeout of projects. The Project Manager will also be the primary technical point of contact to the customer and will be responsible for managing work across multiple task areas, including infrastructure (SAAS, PASS or on-premise), applications, change management, and customer service support.
- b. Manage relationships with key software and services vendors for the delivery of projects and programs.
- c. Provide thought leadership and expertise around Software Suite and/or Hardware system implementations, IT applications and business processes.
- d. Manage the implementation of projects daily -- including defining deliverables as well as creating and monitoring project schedules.

- e. Assist with internal communications and resource management as needed.
- f. Align project objectives with stakeholders' objectives.
- g. Will lead teams through all phases of System Development Life Cycle (SDLC).
- h. Create project plans, resource plans, program metrics, communication plans and develop analytics supporting life cycle activities.
- i. Develop communication plans to ensure business and executive stakeholders are well informed and are provided with accurate information to support decision making.
- j. Identify project dependencies and collaboratively work with team members to ensure the project schedule is followed.
- k. Effectively communicate project status, actions, decisions, risks, issues and schedule for the customer's project portfolio.
- l. Prepare executive steering committee communications.
- m. Collaborate with project team members to ensure the team is provided with clear and accurate information in a timely manner.
- n. Other duties as assigned.

C.4.3.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Project Manager shall have significant experience implementing Oracle ERP. This person shall also have a minimum of two individual multi-year ERP project implementation experiences.
- b. Demonstrates extensive knowledge and success as a team leader: supervising teams to create an atmosphere of trust and seeking diverse views to encourage improvement and innovation; answering questions and providing direction to less-experienced staff; coaching staff including providing timely and meaningful written and verbal feedback.
- c. Project Manager shall have experience participating as a consultant to the business units on software evaluation; reviewing requirement traceability matrixes' development for accuracy and completeness; reviewing test cases and their results to confirm systems perform as expected; working with the stakeholders, subject matter experts, and functional users to verify the system meets the needs of the District; and reviewing and approving technical documentation created in support of new solutions or system upgrades.

2) Education:

- a. A BS degree in Computer Science, Business/Finance or other Technical area or 10 years of experience as Project/Program Manager is required.
- b. An actively maintained Project Management Professional (PMP) Certification is required. ITIL Foundation and/or SCRUM Master Certification is preferred.

3) Technical Skills:

- a. MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, etc.), Oracle ERP Applications 11.5.10 or higher experience.

**C.4.4 Project Manager – Organizational Change Management:** The Contractor shall provide a Project Manager – Organizational Change Management (Position C) as defined in this section.

**C.4.4.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Project Manager is responsible for successful delivery of large and complex programs/projects through all phases of the Project Management Lifecycle, which includes initiation, planning, development, execution, control & closeout of projects. The Project Manager will also be the primary technical point of contact to the customer and will be responsible for managing work across multiple task areas, including infrastructure (SAAS, PASS or on-premise), applications, change management, and customer service support.
- b. Manage relationships with key software and services vendors for the delivery of projects and programs.
- c. Provide thought leadership and expertise around Software Suite and/or Hardware system implementations, IT applications and business processes.
- d. Other duties as assigned.

**C.4.4.2 Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Project Manager shall have experience managing large Oracle ERP projects with significant Organizational Change Management component. This person shall also have a minimum of two individual multi-year software project Change Management experiences.
- b. Demonstrates extensive knowledge and success as a team leader: supervising teams to create an atmosphere of trust and seeking diverse views to encourage improvement and innovation; answering questions and providing direction to less-experienced staff; coaching staff including providing timely and meaningful written and verbal feedback.
- c. Project Manager shall have experience participating as a consultant to the business units on software evaluation; reviewing requirement traceability matrixes development for accuracy and completeness; reviewing test cases and their results to confirm systems perform as expected; working with the stakeholders, subject matter experts, and functional users to verify the system meets the needs of the District; and reviewing and approving technical documentation created in support of new solutions or system upgrades.

## 2) Education:

- a. A BS degree in Computer Science, Business/Finance or other Technical area or 10 years of experience as an OCM Project/Program Manager is required.
- b. An actively maintained Project Management Professional (PMP) Certification, ITIL Foundation and/or SCRUM Master Certification is preferred.

## 3) Technical Skills:

- a. MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, etc.)

**C.4.5 Project Manager – Treasury Management System:** The Contractor shall provide a Project Manager – Treasury Management System (Position D) as defined in this section.

**C.4.5.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Project Manager is responsible for successful delivery of large and complex programs/projects through all phases of the Project Management Lifecycle, which includes initiation, planning, development, execution, control & closeout of projects. The Project Manager will also be the primary technical point of contact to the customer and will be responsible for managing work across multiple task areas, including infrastructure (SAAS, PASS or on-premise), applications, change management, and customer service support.
- b. Manage relationships with software and implementation services vendors for the delivery of projects and programs.
- c. Provide thought leadership and expertise around Software Suite and/or Hardware system implementations, IT applications and business processes.
- d. Manage the implementation of projects daily including defining deliverables, creating and monitoring project schedules.
- e. Assist with internal communications and resource management as needed.
- f. Align project objectives with stakeholders' objectives.
- g. Lead teams through all phases of System Development Life Cycle (SDLC).
- h. Create project plans, resource plans, program metrics, communication plans and develop analytics supporting life cycle activities.
- i. Develop communication plans to ensure business and executive stakeholders are well informed and are provided with accurate information to support decision making.
- j. Identify project dependencies and collaboratively work with team members to ensure the project schedule is followed.
- k. Effectively communicate project status, actions, decisions, risks, issues and schedule for the customer's project portfolio.
- l. Prepare executive steering committee communications.
- m. Collaborate with project team members to ensure the team is provided with clear and accurate information in a timely manner.
- n. Other duties as assigned.



**C.4.5.2 Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Project Manager shall have significant experience implementing large ERP and/or Treasury Management Systems such as Kyriba and/or FIS/Sungard. This person shall also have a minimum of two individual multi-year project implementation experiences.
- b. Demonstrates extensive knowledge and success as a team leader: supervising teams to create an atmosphere of trust and seeking diverse views to encourage improvement and innovation; answering questions and providing direction to less-experienced staff; coaching staff including providing timely and meaningful written and verbal feedback.
- c. Project Manager shall have experience participating as a consultant to the business units on software evaluation; reviewing requirement traceability matrixes development for accuracy and completeness; reviewing test cases and their results to confirm systems perform as expected; working with the stakeholders, subject matter experts, and functional users to verify the system meets the needs of the District; and reviewing and approving technical documentation created in support of new solutions or system upgrades.

2) Education:

- a. A BS degree in Computer Science, Business/Finance or other Technical area or 10 years of experience as Project/Program Manager is required.
- b. An actively maintained Project Management Professional (PMP) Certification is required. ITIL Foundation and/or SCRUM Master Certification is preferred.

3) Technical Skills:

- a. MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, etc.), Oracle/SAP/Peoplesoft ERP or Treasury Management systems such as Sungard, Kyriba, or Reval experience.

**C.4.6 Project Manager:** The Contractor shall provide Project Manager (Position E) as defined in this section.

**C.4.6.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Project Manager is responsible for successful delivery of large and complex programs/projects through all phases of the Project Management Lifecycle, which includes initiation, planning, development, execution, control & closeout of projects. The Project Manager will also be the primary technical point of contact to the customer and will be responsible for managing work across multiple task areas,

- including infrastructure (SAAS, PASS or on-premise), applications, change management, and customer service support.
- b. Manage relationships with key software and services vendors for the delivery of projects and programs.
  - c. Manage the implementation of projects daily including defining deliverables, creating and monitoring project schedules.
  - d. Assist with internal communications and resource management as needed.
  - e. Align project objectives with stakeholders' objectives.
  - f. Lead teams through all phases of System Development Life Cycle (SDLC).
  - g. Create project plans, resource plans, program metrics, communication plans and develop analytics supporting life cycle activities.
  - h. Develop communication plans to ensure business and executive stakeholders are well informed and are provided with accurate information to support decision making.
  - i. Identify project dependencies and collaboratively work with team members to ensure the project schedule is followed.
  - j. Effectively communicate project status, actions, decisions, risks, issues and schedule for the customer's project portfolio.
  - k. Prepare executive steering committee communications.
  - l. Collaborate between project team members to ensure the team is provided with clear and accurate information in a timely manner.
  - m. Other duties as assigned.

C.4.6.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Project Manager shall have significant experience implementing ERP and/or Grant Management Systems such as PeopleSoft Grants Management and/or Workday Grants Management. This person shall also have a minimum of two individual multi-year project implementation experiences.
- b. Demonstrates extensive knowledge and success as a team leader: supervising teams to create an atmosphere of trust and seeking diverse views to encourage improvement and innovation; answering questions and providing direction to less-experienced staff; coaching staff including providing timely and meaningful written and verbal feedback.
- c. Project Manager shall have experience participating as a consultant to the business units on software evaluation; reviewing requirement traceability matrixes development for accuracy and completeness; reviewing test cases and their results to confirm systems perform as expected; working with the stakeholders, subject matter experts, and functional users to verify the system meets the needs of the District; and reviewing and approving technical documentation created in support of new solutions or system upgrades.
- d. Managing the full system development lifecycle from inception through deployment and the support of maintenance activities experience Five (5) years.
- e. Project Manager leading large project initiatives experience Five (5) years.

- f. Agile /Hybrid methodology experience Three (3) years.
- g. Ability to work independently.
- h. Proficiency in MS Office Suite Five (5) years' experience.

2) Education:

- a. A BS degree in Computer Science, Business/Finance or other Technical area or 10 years of experience as Project/Program Manager is required.
- b. Project Management Professional (PMP) Certification or Certified Scrum Master, or Professional Scrum Master or other Industry standard Agile Certifications such as SAFe, *etc.* Certifications should be actively maintained.

3) Technical Skills:

- a. MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, *etc.*)

**C.4.7 Oracle Solutions Architect - Functional:** The Contractor shall provide an Oracle Solution Architect – Functional (Position F) as defined in this section.

**C.4.7.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Design and deliver Oracle ERP functional architecture strategy with leading practices throughout all phases of an ERP Implementation.
- b. Hands-on formulation of business and functional requirements to set the direction for corresponding and complimentary solution delivery aligned to business goals.
- c. Apply business and functional knowledge and expertise, working in collaboration with the engagement teams, in the implementation of business-aligned/driven Oracle Cloud solutions.
- d. Provide coaching, mentoring and performance counseling to consultants and client team members.
- e. Other duties as assigned.

**C.4.7.2 Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Minimum of fifteen (15) years of Oracle Application implementation experience, with 7+ years of hands on experience as either Functional or Technical Solution Architect Grants and/or Projects modules.

- b. CPA Certification is required.
- c. Business process expertise in at least two (2) or more of the following processes: Order to Cash (O2C), Budget to Report (R2R), Procure to Pay (P2P), or Acquire to Retire (A2R).
- d. Excellent analysis skills and the ability to develop processes and methodologies.
- e. Demonstrated management, analytical, organization, interpersonal, project management, communication skills, and highly developed Microsoft Suite skills (Word, Excel) required.
- f. Ability to engage effectively at the business level, provide exceptional client service, demonstrate commitment to continuous learning in order to stay current regarding applicable strategies, see the "big picture" as well as the details, display appropriate ethical knowledge and commitment.
- g. Exhibit a sense of urgency and commitment to quality and the timely completion of projects.
- h. Ability to multi-task across many different projects and stakeholders, both internal and external.
- i. Experience designing complex integrations, extensions and customizations in Oracle EBS 11/12.3

2) Education:

- a. A BS degree in Computer Science, Business/Finance or other Technical area is required.

3) Technical Skills:

- a. System Software: MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, Projects, etc.), Oracle Applications 11.5 or higher experience.

**C.4.8 Oracle Solutions Architect - Technical:** The Contractor shall provide an Oracle Solution Architect – Technical (Position G) as defined in this section.

**C.4.8.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Design and deliver Oracle ERP technical architecture strategy with leading practices throughout all phases of an ERP Transformation.
- b. Hands-on formulation of business and functional requirements to set the direction for corresponding and complimentary solution delivery aligned to business goals.
- c. Apply business and functional knowledge and expertise, working in collaboration with the engagement teams, in the implementation of business-aligned/driven Oracle Cloud solutions.
- d. Provide coaching, mentoring and performance counseling to consultants and client team members.
- e. Other duties as assigned.

**C.4.8.2 Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Minimum of fifteen (15) years of Oracle Application implementation experience, with 7+ years of hands on experience as Technical Solution Architect.
- b. Demonstrated management, analytical, organization, interpersonal, project management, communication skills, and highly developed Microsoft Suite skills (Word, Excel) required.
- c. Ability to engage effectively at the business and technical level, provide exceptional client service, demonstrate commitment to continuous learning in order to stay current regarding applicable strategies, see the "big picture" as well as the details, display appropriate ethical knowledge and commitment.
- d. Exhibit a sense of urgency and commitment to quality and the timely completion of projects.
- e. Ability to multi-task across many different projects and stakeholders both internal and external.
- f. Experience designing complex integrations, extensions and customizations in Oracle EBS 11/12.

2) Education:

- a. A BS degree in Computer Science, Business/Finance or other Technical area is required. An advanced degree (Masters or above) in Business Administration and/or Finance is preferred.

3) Technical Skills:

- a. System Software: MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, Projects, etc.), Oracle Applications 11.5 or higher experience and Oracle Database and Tools such Oracle Application Framework (OAF) or Application Development Framework (ADF), Performance Tuning, and Est Automation.

**C.4.9 Oracle Functional Project Lead:** The Contractor shall provide an Oracle Functional Project Lead (Position H) as defined in this section.

**C.4.9.2 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Provides overall functional leadership for the Financial Systems Oracle ERP Cloud implementation.

- b. Develops the functional organizational structure and manages functional resources.
- c. Leads the functional planning & requirements gathering phases including estimation, design, testing, project management, architecting and delivery.
- d. Engages with clients and leads workshops to define business requirements.
- e. Leads gap analysis effort between delivered functionality and client requirements and recommend solutions.
- f. Provides subject matter expertise in Oracle Cloud Financials, Procurement and Projects modules.
- g. Facilitates knowledge transfer.
- h. Develops and manages the project plan tasks and milestones for various functional areas.
- i. Leads the design of the functional architecture incorporating best practices and standards and ensures expected performance metrics are met.
- j. Establishes standards and procedures for functional areas.
- k. Conducts quality assurance and signs off on the functional deliverables.
- l. Effectively communicates and drives project deliverable.
- m. Interacts with the project team members responsible for developing reports, interfaces, data conversion programs, and application extensions.
- n. Provides status and issues reports to the Project Manager on a regular basis.
- o. Other duties as assigned.

C.4.9.3 Qualifications: The Contractor's personnel shall, at minimum have the following qualifications.

1) Experience:

2)

- a. Must have served as the functional lead on multiple prior large EBS engagements leading and directing teams through the full lifecycle.
- b. Ten (10) years of ERP Implementation Experience.
- c. Client facing and consulting experience highly preferred
- d. Skilled problem solver with the desire and proven ability to create innovative solutions.
- e. Flexible and adaptable attitude disciplined to manage multiple responsibilities and adjust to varied environments.
- f. Must have strong management, project management and leadership skills.
- g. Must have excellent negotiating and communication skills. Ability to communicate effectively via multiple channels (verbal, written, etc.) with technical and non-technical staff. Ability to explain and present concepts to technical and non-technical audiences alike, including high level decision makers.
- h. Proficient in authoring, editing and presenting functional documents.
- i. Experience with Oracle cloud implementation is strongly desired - Preferred but not required.
- j. Able to work in a fast-paced environment with a diverse group of people.

- k. Capable of working independently, taking initiative with minimal supervision yet can participate as a team member with a willingness to help where needed.
  - l. Excellent verbal and written communication, active listening and interpersonal skills.
  - m. Organized and detailed oriented.
  - n. Knowledge of financials modules.
  - o. Knowledge of processes involved for month-end and year-end close.
- 3) Education:
- a. A BS degree in Computer Science, Business/Finance or other Technical area is required. An advanced degree (Masters or above) in Business Administration and/or Finance is preferred.
- 4) Technical Skills:
- a. System Software: Oracle EBS R12 and/or Oracle ERP Cloud.

**C.4.10 Oracle Technical Project Lead:** The Contractor shall provide an Oracle Technical Project Lead (Position I) as defined in this section.

**C.4.10.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Provides overall technical leadership for the Financial Systems Oracle ERP Cloud implementation comprising various technical areas - integrations, conversions, security/identity management, reporting/ data warehouse, enhancements and environment management.
- b. Develops the technical organizational structure and manages technical resources.
- c. Leads the technical planning & requirements gathering phases including estimation, development, testing, project management tasks, architecting and delivery.
- d. Serves as a technical lead and mentor. Provides technical support or leadership in the development and continual improvement of service.
- e. Develops and maintains effective working relationships with team members.
- f. Demonstrates the ability to adapt and work with team members of various experience levels.
- g. Develops and manages the project plan tasks and milestones for various technical areas.
- h. Leads the design of the technical architecture incorporating best practices and standards and ensures expected performance metrics are met.
- i. Directs the design, development and testing of various technical objects.
- j. Establishes standards and procedures for technical areas.
- k. Conducts quality assurance and signs off on the technical deliverables.
- l. Builds maintenance/support structure required for the implementation phase and beyond.
- m. Manages the creation and maintenance of various cloud environments.



n. Other duties as assigned.

C.4.10.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- b. Must have served as the technical lead on multiple prior large EBS engagements leading and directing teams through the full lifecycle.
- c. Minimum Ten (10) years of Oracle EBS application development experience.
- d. Client-facing and consulting experience highly preferred.
- e. Skilled problem solver with the desire and proven ability to create innovative solutions.
- f. Flexible and adaptable attitude disciplined to manage multiple responsibilities and adjust to varied environments.
- g. Must have strong management, project management and leadership skills.
- h. Must have excellent negotiating and communication skills. Ability to communicate effectively via multiple channels (verbal, written, etc.) with technical and non-technical staff. Ability to explain and present concepts to technical and non-technical audiences alike, including high level decision makers.
- i. Proficient in authoring, editing and presenting technical documents.
- j. Knowledge and understanding of the cloud architecture and components such as Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS) and Database as a Service (DaaS) – Preferred but not required.
- k. Experience with Oracle Cloud implementation is strongly desired - Preferred but not required.
- l. Sound knowledge of trends in technology and the ability to apply the knowledge to the District's objectives – Preferred but not required.

2) Education:

- a. Bachelor's Degree in MIS, Computer Science, Math, Engineering or comparable major.
- b. Solid foundation in Computer Science, with strong competencies in data structures, algorithms and software design.
- c. Knowledge and experience in developing software using agile methodologies.

3) Technical Skills:

- a. Development tools: Experience with several of the tools such as SQL\*Plus, PL/SQL, Oracle Application Framework or Application Development Framework, SQL\*Loader, Workflow Builder, XML/BI Publisher, and, shell scripting.
- b. Database: Oracle11g/12c



**C.4.11 Software Testing Lead:** The Contractor shall provide a Software Testing Lead (Position J) as defined in this section.

**C.4.11.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Develops and maintains the Test Management Plan (TMP) that defines the approach, processes, and procedures.
- b. Ensures that functional and technical requirements are met through system testing, regression testing, performance testing, system interface testing, and security testing activities. May also lead the following types of testing: Information Assurance, 508 Compliance and Disaster Recovery.
- c. Collects, tracks and reports test metrics and brief leadership on test status.
- d. Writes detailed test plans, develops test scenarios and test scripts.
- e. Provides expert level guidance to less advanced testers.
- f. Leads test execution. Manages and monitors testing progress. Analyzes validity of results. Ensures team has necessary resources to execute testing activities.
- g. Participates in working groups to ensure testing requirements are addressed as needed.
- h. Identifies, creates and secures test data as necessary.
- i. Reviews customer requirements and specifications to ensure that tests will confirm that these are satisfied.
- j. Traces requirements to test cases to ensure coverage for full system integration test.
- k. Works with Software Automation Test Engineer to develop a framework for automated testing.
- l. Performs functional administration, configuration, and utilization of testing tools.
- m. Reviews and evaluates complex test specifications, test results, test trends and implements corrective action as needed.
- n. Coordinates the resolution of problems inhibiting test progress.
- o. Participates in readiness reviews, entrance/exit reviews, and other Program level meetings as required.
- p. Other duties as assigned.

**C.4.11.2 Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Solid working knowledge of QA test methodology (concepts, practices and procedures within testing).

- b. Ten (10) years of QA/QC experience for a first tier ERP system (*e.g.*, Oracle, Peoplesoft, and SAP) executing system testing, writing test plans, creating test schedules, creating/reviewing test cases using business requirements, writing regression test scripts, and managing functional and User Acceptance testing. Demonstrated experience in multiple test techniques.
  - c. At least Five (5) years of Test Lead experience with at least two (2) multi-year public sector Oracle EBS implementation in this role.
  - d. Solid working knowledge of Oracle ERP Financial and Procurement Modules at the Federal or State Level.
  - e. One (1) to Two (2) years of experience testing cloud-based ERPs -desired but not required.
  - f. Strong interpersonal and stakeholder level communication skills.
  - g. Ability to report testing progress precisely and concisely to senior management on a day-to-day basis during testing cycles.
- 2) Education:
- a. Bachelor's Degree in a related technical discipline, or the equivalent combination of education, technical training or work experience.
  - b. QA/Test practitioner (*e.g.*, ISTQB, CSTE, CASTP-P) certification is desired but not required.
- 3) Technical Skills:
- a. System Software: MS Office Suite, Oracle Applications 11.5 or higher experience, and SQL.
  - b. Automated testing tools (such as Selenium, Ranorex, HP UFT/QTP, HP WinRunner, *etc.*) – Desired but not required.

**C.4.12 Software Testing Analyst:** The Contractor shall provide a Software Testing Analyst (Position K) as defined in this section.

**C.4.12.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Works with the Senior Test Lead to update/maintain detail test plans and ensure test processes are followed.
- b. Writes Test Procedures.
- c. Develops test scenarios/test scripts.
- d. Investigates and analyzes test failures and interact with the development team to resolve defects.
- e. Traces requirements to test cases to ensure coverage for full system integration test.
- f. Ensures functional and technical requirements are met through system testing, regression testing, performance testing and system interface testing.

- g. Designs, develops and executes reusable test cases and procedures based on requirements relevant to automated test planning and creation using an automated testing application.
- h. Identifies, creates and secures test data as necessary.
- i. Collects, tracks and reports test metrics and briefs leadership on test status.
- j. Works with Software Testing Automation Engineer to build and maintain automated regression test suites and integrate them into build processes.
- k. Performs functional administration, configuration, and utilization of testing tools.
- l. Other duties as assigned.

C.4.12.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Minimum five (5) years Oracle EBS Public Sector experience. Candidates should possess solid working knowledge of multiple Oracle ERP Financial and Procurement Modules at the Federal or State Level.
- b. At least Five (5) years of experience executing system testing, writing test plans, creating test schedules, creating/reviewing test cases using business requirements, writing regression test scripts, and managing functional and User Acceptance testing. Demonstrated experience in multiple test techniques. Agile environment experience preferred.
- c. Must have an intermediate knowledge of SQL and SQL commands.
- d. Ability to communicate in a clear and concise manner.
- e. Must be able to work effectively in a team environment.
- f. Must have the expertise to analyze business and technical requirements to create detailed test cases/scripts (positive and negative).
- g. Should be able to lead test plan and test case reviews, maintain testing issues lists and follow up as necessary.
- h. Experience in test automation development is a plus.

2) Education:

- a. Bachelor's Degree in a related technical discipline, or the equivalent combination of education, technical training or work experience.
- b. QA/Test practitioner (*e.g.*, ISTQB, CSTE, or CASTP-P) certification is desired but not required.

3) Technical Skills:

- a. System Software: Required - MS Office Suite, MS SharePoint or Teams, Oracle Applications 12.X or higher experience, and SQL.

**C.4.13 Software Testing Automation Engineer:** The Contractor shall provide an Oracle Automation Testing Suite Engineer (Position L) as defined in this section.

**C.4.13.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Responsible for leading test automation.
- b. Collaborates with business and IT stakeholders to define requirements to support all forms of test cycles including system, integration, performance, stress, patch, and user acceptance tests.
- c. Collaborates on detailed designs and test plans, ensuring traceability from business goals to requirements definition to testing to production delivery
- d. Automates existing test script inventory.
- e. Provides guidance on manual vs. automated testing decisions.
- f. Engages with the business and IT users at different levels to understand business needs, translate findings into clearly defined test plans and test scripts, and gain comfort and understanding of automated test results.
- g. Performs business process analysis for the development of End-to-end flow and test scripts.
- h. Executes test scripts to support test cycles and releases.
- i. Assesses size and scope of test automation development efforts.
- j. Provides test cycle metrics such as pass/fail rates, number of scripts ran, coverage by module, and schedule pace.
- k. Logs and retests defects, tracks progress and reports status to the team.
- l. Identifies areas of testing problems and issues and escalate to team leads.
- m. Provides test reporting.
- n. Other duties as assigned.

**C.4.13.2 Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. At least five (5) years of experience in software test engineering or development with C#.Net, SQL, and APIs.
- b. At least Five (5) years of experience with automation testing tools like Tosca, HP UFT, SOAP UI, or Selenium.
- c. At least Five (5) years prior testing/QA experience on a multi-year public sector Oracle EBS implementation.
- d. Demonstrated experience collaborating closely with enterprise architecture team to implement testing tools.
- e. Demonstrated understanding of business/ information/application/ infrastructure architecture and the positive effect of test automation.

- f. Working knowledge of Oracle ERP Modules.
- g. Ability to communicate in a clear and concise manner.
- h. Must be able to work effectively in a team environment.

2) Education:

- a. Bachelor's Degree in a related technical discipline, or the equivalent combination of education, technical training or work experience.
- b. QA/Test practitioner (*e.g.*, ISTQB, CSTE, or CASTP-P) certification is desired but not required.

3) Technical Skills:

- a. System Software: Required - MS Office Suite, Oracle Applications 11.5 or higher experience, Automated testing tools (such as Selenium, Ranorex, HP UFT/QTP, HP WinRunner, *etc.*).

**C.4.14 Oracle Application Developer Sr.:** The Contractor shall provide an Oracle Application Developer Sr. (Positions M, N and O) as defined in this section.

**C.4.14.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Analyze and clarify functional specifications, write technical specifications, and implement business logic.
- b. Document use cases create physical and logical data models and build deployment plans.
- c. Analyze log files to help debug problems.
- d. Provide ongoing support throughout the SDLC process.
- e. Work with business partners to help deliver leading-edge solutions on On-Premise and cloud-based SaaS applications.
- f. Assess the impact of potential changes and implement solutions to mitigate negative outcomes.
- g. Direct, guide and provide support to junior technical staff.
- h. Partner with project leads to create end-to-end solutions.
- i. Other duties as assigned.

**C.4.14.2 Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Oracle Developer with minimum Ten (10) years' experience in Oracle EBS and/or Oracle ERP Cloud and IaaS/PaaS Cloud applications.

- b. Minimum (10) years of Oracle E-Business Suite Application Development/Implementation experience, which include being the authoritative author for multiple key integrations, customizations and extensions.
  - c. Experience with Complex Integrations and Interfaces.
  - d. Experience working within an Agile / Scrum or Iterative development environment.
  - e. Minimum Seven (7) years of Application Development experience exposed to all phases of development – from design through production support.
  - f. Exposure to source control software and migration tools.
  - g. Basic functional knowledge in Oracle Financial modules is a plus.
  - h. Strong understanding of Business Process framework and strong history of implementing solutions
  - i. Ability to interact with stakeholders, manage expectations, provide regular updates and conduct requirement definition sessions.
  - j. Knowledge and experience in developing software using agile or an iterative methodology.
- 2) Education:
- a. Bachelor's Degree in MIS, Computer Science, Math, Engineering or comparable major.
  - b. Solid foundation in Computer Science, with strong competencies in data structures, algorithms and software design.
- 3) Programming Skills:
- a. SQL\*Plus, PL/SQL, Oracle Application Framework or Application Development Framework, SQL\*Loader, Workflow Builder, XML/BI Publisher, and shell scripting.

**C.4.15 Oracle ERP Business Analyst Sr.:** The Contractor shall provide an Oracle ERP Business Analyst Sr. (Positions P, Q, R, S, T, U, and V) as defined in this section.

**C.4.15.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Able to configure the system(s) and/or develops systems to support initial implementations and subsequent process optimization efforts.
- b. Ability to synthesize high-level concepts surrounding new work requests into a set of business requirements.
- c. Ability to effectively present information to business client, and other members of the organization.
- d. Ability to lead requirements-gathering sessions with relevant business members.

- e. Interprets business process and information requirements and manages the technical configuration and deployment process within the Oracle instances to enable business capabilities.
- f. Works with IT team members to develop solutions and ensure systems meet the needs of the organization in terms of functionality and quality.
- g. Establishes self as a trusted advisor and thought leader to the business teams.
- h. Other duties as assigned.

C.4.15.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Functional professional experience with 2+ large ERP Financials implementations (Oracle ERP Cloud or Oracle 11i/R12 and/or Hyperion/Oracle Planning and Budgeting Cloud) at the State/Local or Federal level.
- b. Minimum Ten (10) years of functional experience with Oracle EBS and/or Hyperion/Oracle Planning and Budgeting Cloud application including configuration, testing and integration.
- c. Experience implementing one or more of Oracle Financials, Procurement, Grants, Project, and/or Oracle Hyperion/Planning and Budgeting Cloud modules such as: General Ledger, Sub-ledger Accounting, Accounts Receivables, Accounts Payables, Cash Management, Fixed Assets, Purchasing, Project and Grants, Hyperion/Planning and Budgeting for a Federal, public/private universities or State/Local entity.
- d. Proven project delivery through full life cycle from requirements through deployment / support.
- e. Minimum Ten (10) years' experience with business process mapping, fit/gap Analysis, business requirement gathering, finance and budgeting business processes re-engineering and solution designing etc.
- f. Working knowledge of SQL.
- g. Experience in communicating with, and collaborating across, all levels of an organization.
- h. Good understanding of system testing, quality assurance methods and processes.
- i. Ability to work with the functional/technical team members to document requirements, create functional designs and to provide developers with functional support.
- j. Experience with one or more Oracle Reporting tools including Financial Reporting Studio (FRS), Smart View, OTBI and BI Reports - desired but not required.
- k. Experience as an Oracle Finance and/or Budgeting Functional resource system (configurations, data conversions, integration and reporting), in the implementation life cycle of at least one Oracle Fusion Cloud or Oracle Planning and Budgeting Cloud project - strongly desired but not required

- l. Hands on experience with ERP cloud security and workflows – desired but not required.
  - m. Experience with Oracle Cloud Reporting tools including Financial Reporting Studio (FRS), Smart View, OTBI and BI Reports – desired but not required.
- 2) Education:
- a. Bachelor's degree in Business, Accounting, Finance, MIS, Computer Science or comparable major.
- 3) Technical Skills:
- a. System Software: Oracle EBS R12 and/or Oracle ERP Cloud.

**C.4.16 Oracle Middleware Developer Sr.:** The Contractor shall provide an Oracle Middleware Developer Sr. (Position W) as defined in this section.

**C.4.16.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Responsible for all aspects of SOA using Oracle Middleware in support of business modernization initiative.
- b. Direct, guide and provide support to the technical staff.
- c. Participate in reviews of high-level designs, software configuration and work closely with users to gather reporting/dashboard requirements.
- d. Contribute to the creation of technology-related best practices and processes.
- e. Ability to analyze and communicate the impact of technology changes or upgrades to the solution architecture and develop mitigation plans to ensure risks are alleviated.
- f. Capacity planning and recommend improvements to ensure system stability.
- g. Coordinate with appropriate personnel to determine positive solutions that increase end user satisfaction, following through to completion, and communicating resolution results; escalate to management any situation that could adversely impact the service provided to the end user.
- h. Maintain and support current or new enhancements as necessitated by the users, DC City Council or legally mandated for existing or new applications.
- i. Other duties as assigned.

**C.4.16.2 Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

- 1) Experience:
  - a. Five (5) years Oracle SOA suite.
  - b. Five (5) years Oracle Fusion middleware.
  - c. Five (5) years Oracle JDeveloper.



- d. Five (5) years of experience with Oracle EBS 12.X.
  - e. Exposure/experience to Oracle Integration Cloud Service would be a plus.
  - f. Five (5) years Oracle BPEL process manager
  - g. Five (5) years' experience with Oracle Fusion Middleware (SOA) 12c and API Gateway.
  - h. Ability to translate business requirements into a comprehensive, well-formed technical design.
  - i. Understanding of architectural concepts for API Gateway implementations including encryption, security, logging, throttling, scalability, clustering, and security.
  - j. Two (2) years PL/SQL knowledge.
  - k. Three (3) years Advanced SOAP, WSDL, and BPEL development.
- 2) Education:
- a. Bachelor's Degree in MIS, Computer Science, Math, Engineering or comparable major.
  - b. Solid foundation in Computer Science, with strong competencies in data structures, algorithms and software design.
  - c. Preferred candidates will have Oracle certifications.
- 3) Technical Skills:
- a. System Software: Oracle 11g SOA, Linux.
  - b. Development tools: Oracle Jdeveloper 10.1.2 suite.
  - c. Database: Oracle 11g RAC.

**C.4.17 Oracle Application DBA Sr.:** The Contractor shall provide an Oracle Application DBA Sr. (Position X) as defined in this section.

**C.4.17.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Installation and administration of Oracle E-business Suite Release 11 and Release 12.
- b. Installation, configuration, and upgrading of Oracle server software and related products.
- c. Maintenance and upgrade activities on Production.
- d. Performance Monitoring, Space Monitoring, Capacity Planning and Concurrent Manager tuning.
- e. Cloning using Rapid clone, Autoconfigure and adclone utilities.
- f. Patching of Development, Test and Production environments.
- g. Creating users, profiles, responsibilities, menus and functions.
- h. Evaluate Oracle features and Oracle related products.

- i. Establish and maintain sound backup and recovery policies and procedures.
- j. Database design and implementation.
- k. Implement and maintain database security.
- l. Perform database tuning and performance monitoring.
- m. Perform application tuning and performance monitoring.
- n. Setup and maintain documentation and standards.
- o. Plan growth and changes (capacity planning).
- p. Monitor Application Processes and Concurrent Managers.
- q. Patch Management and Version Control.
- r. Write database procedures, functions, and triggers.
- s. Assist developers with database activities.
- t. Monitor application related jobs and data replication activities.
- u. Administration of Oracle RAC clustered (12c) database environments.
- v. DatabaseSQL Performance tuning skills.
- w. Database patching, upgrades, and, migrations.
- x. Knowledge of RMAN backup and recovery configuration and deployment.
- y. monitoring, configuration and deployment of Grid Control (OEM12c).
- z. Other duties as assigned.

C.4.17.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Five (5) years of experience in a DBA Lead or Technical Architect versions 10g/11g/12c.
- b. Ten (10) years Oracle Database Setup/ Installation/ Patching/ Upgrade.
- c. Ten (10) year Oracle Database Administration that includes: Enterprise backup technologies, Monitoring, Shell scripting, SQL tuning and Replication Sets.
- d. Ten (10) years - Oracle Database backup/restore/duplication.
- e. Ten (10) years Oracle Database Performance & Tuning.
- f. Ten (10) years of Oracle RDBMS architecture experience (including experience in handling Oracle RAC DB, Data Guard, and ASM Grid infrastructure).
- g. Ten (10) years of experience handling Concurrent managers and sysadmin functionality.
- h. Hands on experience with implementation, upgrade and tuning of Large Oracle EBS environments and Oracle EBS in a production environment throughout all stages of the lifecycle.
- i. Demonstrated experience in communicating effectively using standard requirements and design artifacts.
- j. Advanced database/SQL tuning concepts.

- k. Proven experience with multiple operating systems (Linux Unix, Solaris).
  - l. Experienced using tools/utilities AWR, ADDM, OEM, RMAN, SQL\*Loader, and Data Pump.
  - m. Patch assessment and application in an EBS environment with activation of different modules.
  - n. Demonstrated ability to troubleshoot and resolve issues quickly and efficiently.
  - o. Knowledgeable of Oracle security and policy base process and procedures.
  - p. Experienced with Oracle Data Guard replication technologies.
  - q. Basic knowledge of Oracle internals.
  - r. Experienced with Oracle failover and switchover concepts.
  - s. Strong Data Partitioning skills.
  - t. UNIX scripting, JavaPerl Script, PLSQL, Tivoli, ServiceNow, CyberArk, SQL Developer.
- 2) Desired but not required:
- a. Three (3) years - Oracle Cloud Control Support & Administration.
  - b. Three (3) Years Oracle Administration – Advanced Features (Data Guard).
  - c. Three (3) Years Oracle Administration – Advanced Features (Partitioning).
  - d. Three (3) years - Oracle Administration – Advanced Features (12c Multitenant).
  - e. Experience with Oracle ERP Cloud.
- 3) Education:
- a. Bachelor’s Degree (preferably in MIS, Computer Science, Math, Engineering or comparable major) with strong technical experience.
  - b. Oracle certifications;
- 4) Technical Skills:
- a. Oracle 11g and 12c;
  - b. Oracle technologies that include: Oracle Active Data Guard and Oracle RMAN.
  - c. Infrastructure technologies in some of technologies that include: Linux (RHEL) VmWare, vCenter, Hyper-Converged architecture, AWS, Google Cloud, and Oracle Cloud.

**C.4.18 Organizational Change Management Lead:** The Contractor shall provide an Organizational Change Management Lead (Position Y) as defined in this section.

**C.4.18.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Work with the District's users and System Integrator Management to define, develop, and drive the execution of the overall OCM strategies based on the District's business transformation vision.
- b. Facilitate Executive Alignment workshops to clarify business transformation vision and scope, case for change, and program governance model.
- c. Work with functional leads to ensure the understanding and adoption of the Business Change Management approach.
- d. Develop the management plans and facilitate on-going engagement for Stakeholders.
- e. Develop the overall project Communication Strategy and Templates and guide Project Management in the regular communications delivery to the Executive Committee, Steering Committee, Corporate personnel.
- f. Facilitate Organization Alignment/Design as well as end-user to role mapping activities (as applicable) to support process and organizational changes.
- g. Develop support networks (*e.g.*, Change Agent Network, Super User Network, *etc.*), roles and responsibilities, and timeline to support program activities (as needed).
- h. Conduct detailed Change Impact and Readiness assessments to identify key changes or readiness gaps that will impact the organization; and develop and execute change management activities to support the transition.
- i. Provide regular evaluations and progress updates to the District's teams and management.
- j. Develop the overall project Training Strategy and Templates, develop and coordinate end-user training schedules, and ensure training is completed in line with the project timelines.
- k. Define and manage execution of Training Strategies and Plans (to include training delivery plan and methods, environments, tools, approval cadence, logistics, and scheduling).
- l. Manage the creation and maintenance of all program-related training materials, Train-the-Trainer approach, training schedule development, training metrics and measurement approach, training environment management.
- m. Work alongside the other functional leads to ensure consistency and alignment where possible and that best practices are shared.
- n. Stay abreast of current and future business policies, procedures, and workflows within the scope of the project.
- o. Drive the required organizational change given the understanding of the culture.
- p. Other duties as assigned

C.4.18.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

## 1) Experience:

- a. Minimum Twelve (12) years of combined experience in OCM and Training.
- b. Minimum Eight (8) years providing OCM solutions in support of Enterprise Applications programs (Oracle preferred). Exposure to SaaS, specifically Oracle Fusion, a plus.
- c. Minimum of two (2) state or federal organization change management program leadership experiences for a large-scale ERP implementation.
- d. Strong facilitation and communication skills, both written and verbal, across all organizational functions and levels.
- e. Ability to manage multiple priorities simultaneously in a fast-paced and rapidly shifting environment.
- f. Ability to adapt and work across different cultures and with a variety of leaders from different backgrounds and experiences.
- g. A wide degree of creativity and innovation in program design.
- h. Ability to communicate effectively and escalate as required.
- i. Ability to identify and qualify Organizational issues and risks.
- j. Exceptional verbal and written communications skills with the ability to interact with users at all levels throughout the organization.
- k. Knowledge of Agile and Design Thinking Methodologies.
- l. Knowledge of web-based training development solutions and application of adult learning principles.
- m. Significant experience in coordinating, scheduling, and monitoring end- user training.
- n. Project team and business organizational dynamics awareness.

## 2) Education:

- a. Bachelor's degree in Business, Learning, Communications, Organization Behavior, Organization Development, or similar field (master's degree preferred).
- b. Change Management Certification – PROSCI, *etc.*
- c. Project Management Certified - PMP Certification or similar – Desired or 10+ Project Management experience. Actively maintained certification preferred.

## 3) Technical Skills:

- a. System Software: MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, *etc.*), Exposure to Oracle Applications 12.2.X or Oracle ERP Cloud or another ERP solution such as SAP or PeopleSoft.

**C.4.19 Organizational Change Management Analyst:** The Contractor shall provide an Organization Change Management Analyst (Position Z) as defined in this section.

**C.4.19.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. The Organizational Change Management Analyst will support implementation activities related to readiness needs in the following areas: change management, communications, training and business process engineering and documentation. Assigned duties may include (but are not limited to) the following:
  - a) Working with the District's users to analyze as-is and to-be processes
  - b) Identifying communication needs and impacted stakeholders
  - c) Identifying organizational impacts and design reorganization
  - d) Conducting change impact assessments
  - e) Developing online and classroom training materials such as training manuals, job aids, *etc.* -- including process demonstrations and day-in-the-life content using to-be business process documentation
  - f) Developing and delivering communications and training
  - g) Delivering instructor-led training
  - h) Supporting Change Network activities to assist with buy-in and communication of upcoming changes
  - i) Creating management briefings and developing supporting documentation
  - j) Preparing dashboards and tracking OCM KPI's as part of the project
  - k) Supporting the OCM Lessons Learned sessions during the project and post launch
  - l) Collaborating with internal stakeholders, which may include functional teams and Organizational Readiness team members, in the collection, maintenance, and analyzing of data
  - m) Other duties as assigned

**C.4.19.2 Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Minimum five (5) years of Change Management experience and delivering Change Management deliverables.
- b. Minimum five (5) years consulting.
- c. Experience developing training content and job aids to support Oracle EBS/Oracle ERP Cloud Financial or Oracle Hyperion/Oracle Planning and Budgeting Cloud implementation.

- d. Experience delivering instructor led training for Oracle EBS/Oracle ERP Cloud modules in financial, project and procurement areas or Oracle Hyperion/Oracle Planning and Budgeting Cloud.
  - e. Experience with at least two (2) large-scale organizational change efforts at the State/Local or Federal level implementing Oracle EBS/Oracle ERP Cloud Financial or Oracle Hyperion/Oracle Planning and Budgeting Cloud.
  - f. Solid understanding of change management principles, methodologies and tools (such as Prosci).
  - g. Familiarity with project management approaches, tools and phases of the project lifecycle.
  - h. Demonstrated experience supporting the execution of business process, continuous improvement, and change management strategies/initiative.
  - i. Strong communication, active listening, influencing, and problem-solving skills.
  - j. Ability to clearly articulate messages to a variety of audiences.
  - k. Ability to establish and maintain strong relationships.
  - l. Organized with a natural inclination for planning strategy and tactics.
  - m. Problem solving and root cause identification skills.
  - n. Able to work effectively at all levels in an organization.
- 2) Education:
- a. Bachelor's degree in Business, Learning, Communications, Organization Behavior, Organization Development, or similar field (master's degree preferred).
  - b. Change Management Certification – PROSCI or similar will be a plus. Actively maintained certification preferred.
- 3) Technical Skills:
- a. System Software: MS Teams, MS Project, and MS Office (Word, Excel, PowerPoint, SharePoint, Visio, etc.)

**C.4.20 Oracle Governance Risk and Compliance Analyst:** The Contractor shall provide an Oracle Governance Risk and Compliance (Position AA) as defined in this section.

**C.4.20.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Participate in implementation and support of Oracle Risk Management Cloud controls such as Advanced Access Controls Cloud Services and Oracle Advanced Financials Controls Cloud Services solution to meet the District's Governance, Risk and Compliance needs.
- b. Identify compliance-related issues both internally and externally.

- c. Configure security in Oracle Financials, Procurement, Project and Grants to meet the District's security requirements.
- d. Review existing IT General Controls, Segregation of Duties (SOD) and Sensitive Access (SA) Matrix and identify the gaps.
- e. Identify General controls, SODs and SAs that can be added to the existing SOD Matrix based on business processes and system architecture.
- f. Assist management in creating/updating process documentation over internal controls.
- g. Actively partner with management to ensure effective controls are in place to address key risks.
- h. Participate in the District's audit planning activities (scoping, risk control matrix management, technology summary, *etc.*).
- i. Execute internal control testing in support of the District's compliance program.
- j. Interface with auditors (internal and external), business and IT teams to support audit requests.
- k. Conduct control review sessions with business teams and client Audit Teams.
- l. Map SOD & SA Rules with Oracle Security Roles and identify mitigation Controls.
- m. Develop risk mitigation strategies and oversee remediation efforts for issues identified during audits or through other risk management efforts.
- n. Contribute to the development and implementation of auditing and risk management tools, processes, and metrics.
- o. Maintain a strong understanding of global regulations for compliance, data privacy, and vendor management.
- p. Exhibit strong communication, collaboration and conflict management skills to establish and maintain relationships with IT, business functions, customers, and third parties.
- q. SME with ability to apply knowledge and influence other functions regarding best practices.
- r. Track and report on remediation activities resulting from Internal or External assessments and audits.
- s. Track and report on progress of critical initiatives.
- t. Define, document, maintain, and communicate new security requirements as they are being introduced.
- u. Other duties as assigned.

C.4.20.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Minimum of seven (7) years of Oracle EBS and Oracle ERP Cloud Application Security experience, and Oracle GRC (*e.g.*, design, recommend and implement security technical controls).



- b. Strong understanding of Information Security Management principles, Oracle EBS or Oracle Cloud application security implementation methodologies and role-based access controls.
- c. Minimum of five (5) years of security, segregation of duties, mitigating control development and related testing.
- d. Minimum five (5) years of experience in performing IT audits and assessments or support for third party audits.
- e. Minimum five (5) years of experience reporting on critical technical and security related initiatives as well as collecting and disseminating information across multiple teams and lines of business.
- f. Experience with Oracle Fusion preferred.
- g. Strong working knowledge of common IT governance, control and assurance industry frameworks, including COBIT, RiskIT, IT Governance Institute and ISACA good practices; control frameworks such as COSO, internal control principles and related regulations including SOX and J-SOX.
- h. Knowledge of Public Sector business processes such as Procure to Pay, Budget to Report, Order to Cash, and Acquire to Retire.
- i. Requires excellent communication, interpersonal, organizational and team building and leadership skills, and business judgment.
- j. Familiarity with regulatory compliance and security and risk standards including ISO 2701-2, PCI DSS, NIST, ITIL, COBIT.

2) Education:

- a. Bachelor's degree in Business, Accounting, Finance, Information Technology or other comparable major.
- b. Industry-related certification preferred (*e.g.*, CPA/CA, CIA, CMA, and RICS). Actively maintained certifications preferred.

3) Technical Skills:

- a. System Software: Oracle EBS R12.2.X or Oracle ERP Cloud

**C.4.21 Treasury Business Analyst Sr.:** The Contractor shall provide a Treasury Business Analyst Sr. (Position AB) as defined in this section.

**C.4.21.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Able to configure the system(s) and/or develop systems to support initial implementations and subsequent process optimization efforts.
- b. Ability to synthesize high-level concepts surrounding new work requests into a set of business requirements.

- c. Ability to effectively present information to business client and other members of the organization.
- d. Ability to lead requirements-gathering sessions with relevant business members.
- e. Interprets business process and information requirements and manages the technical configuration and deployment process within the Oracle instances to enable business capabilities.
- f. Works with IT team members to develop solutions and ensure systems meet the needs of the organization in terms of functionality and quality.
- g. Establishes self as a trusted advisor and thought leader to the business teams.
- h. Other duties as assigned

C.4.21.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Functional professional experience with 2+ large Treasury Financials implementations.
- b. Minimum Ten (10) years of functional experience with Treasury Management applications including configuration, testing and integration.
- c. Experience implementing one or more Treasury Management Applications such as: Kyriba, FIS/Sungard or Fundtech.
- d. Proven project delivery through full life cycle from requirements through deployment / support.
- e. Minimum Ten (10) years' experience with business process mapping, fit/gap Analysis, business requirement gathering, finance business processes re-engineering and solution designing, *etc.*
- f. Experience with one or more Reporting tools such as Smart View and BI Reports.
- g. Working knowledge of SQL.
- h. Experience in communicating with, and collaborating across, all levels of an organization.
- i. Good understanding of system testing, quality assurance methods and processes.
- j. Ability to work with the functional/technical team members to document requirements, create functional designs and to provide developers with functional support.
- k. Experience with Treasury Management systems (configurations, data conversions, integration and reporting). Participation in the implementation life cycle of at least one Treasury application within a Federal/State/Local environment strongly desired but not required
- l. Hands on experience with Treasury Application cloud security and workflows – desired but not required

2) Education:

- a. Bachelor's degree in Business, Accounting, Finance, MIS, Computer Science or comparable major required.

3) Technical Skills:

- a. MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, etc.)

C.4.22 **.NET Programmer – Jr.:** The Contractor shall provide a .Net Programmer Jr. (Position AC) as defined in this section.

C.4.22.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities:

- a. Requirement gathering and analysis.
- b. Knowledge of one or more object-oriented programming languages, including C#, and VB.Net.
- c. Good understanding of the principles of object-oriented design.
- d. Use tools to support source control, application testing, preparation of implementation specifications and production application support.
- e. Managing and resolving issues in alignment with the Service Level Agreement.
- f. Communicate effectively with clients and interact with client's management team and various District agencies to define needs, analyze, and advise or recommend solutions to problems.
- g. Work with development team, users and business analysts to analyze complex problems and define solutions
- h. Create, document and review technical specifications and test plans;
- i. Other duties as assigned

C.4.22.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Technical understanding of .NET Architecture and configuration in developing solutions.
- b. Utilize established development tools, guidelines and conventions including, but not limited to, the following: Visual Studio, SQL Server, HTML, CSS, JavaScript, C#, and VB.Net (3 years' experience).
- c. Understanding and applying design and modeling concepts at the system level (3 years' experience).
- d. At least three (3) years' experience in either traditional or Agile development methodologies; Agile experience preferred.

## 2) Education:

- a. Bachelor's degree in Science, Technology or Mathematics or certification as a Microsoft Certified Solutions Developer or Microsoft Certified Professional Developer in the field of Computer and IT technology.

## 3) Technical Skills:

- a. Visual Studio, SQL Server, HTML, CSS, JavaScript, C#, and VB.Net (3 years' experience).

**C.4.23 Business Analyst – Jr.:** The Contractor shall provide a Business Analyst Jr. (Position AD) as defined in this section.

**C.4.23.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Work with multiple stakeholders to understand their business needs for software applications that support their mission.
- b. Develop requirements that meet the customers mission/business needs.
- c. Be responsible for negotiating system requirements with product owners and communicate business process changes that impact the solution.
- d. Perform analysis on business or systems processes to identify improvements.
- e. Perform analyses and provide recommendations on top level requirements, system requirements, derived requirements, software requirements, and interface designs.
- f. Work with team members and client to understand and define needs and develop and recommend solutions.
- g. Other duties as assigned

**C.4.23.2 Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

## 1) Experience:

- a. Work experience in Business Analysis -- Three (3) years.
- b. Prior experience working as a business analyst in a financial/accounting application -- Three (3) years.
- c. Practical application ability with Microsoft Office, Project and Visio (Three years).
- d. Experience with detailed analytical abilities -- Three (3) years.
- e. Good understanding of software development methodologies.
- f. Traditional and agile/hybrid experience as a business/system analyst.
- g. Solid communication skills (oral/written).

## 2) Education:

- a. Bachelor's degree in Science, Technology or Mathematics, Finance and Accounting.

## 3) Technical Skills:

- a. MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, etc.)

**C.4.24 Project Coordinator Jr.:** The Contractor shall provide a Project Coordinator Jr. (Position AE) as defined in this section.

C.4.24.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities:

- a. Assist in the development of communication and training plans.
- b. Take notes during project meetings and distribute meeting summaries accordingly.
- c. Update project plans as needed.
- d. Plan, monitor and coordinate tasks.
- e. Assist in the data collection and validation efforts.
- f. Excellent oral and written communication skills are required.
- g. Other duties as assigned

C.4.24.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

## 1) Experience:

- a. Three (3)+ years' experience as a project coordinator. Responsible for supporting the project manager and other project resources during the course of the project lifecycle.

## 2) Education:

- a. Bachelor's degree in Science, Technology, Mathematics or a Technical Field.

## 3) Technical Skills:

- a. Experience using Microsoft Office products --especially MS Word, Excel, PowerPoint, MS Visio and MS Project.

**C.4.25 Database Administrator Sr. (SQL Server):** The Contractor shall provide a Database Administrator Sr. (Position AF) as defined in this section.

C.4.25.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities:

- a. Implementing, configuring, and administering SQL Server databases.
- b. Maintain and monitor day-to-day operation of the SQL server database infrastructure.
- c. Collecting and reporting database metrics (*e.g.*, performance, availability, and resource utilization).
- d. Monitoring and proactively tuning the database environments.
- e. Monitoring database alerts, troubleshooting database issues and resolving database incidents within SLAs.
- f. Responding to and resolving support requests from developers and operations staff within SLAs.
- g. Reviewing database logs and activity reports daily to ensure operational issues are identified and resolved within established SLAs.
- h. Performing post-incident reviews to identify recurring problems and implementing corrective actions.
- i. Upgrade and patch SQL servers timely based on Microsoft patching cycles; and
- j. Working with other technical staff to define and implement strategic solutions to recurring problems.
- k. Other duties as assigned

C.4.25.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

- 1) Experience:
  - a. Third party Data Base Administrator (DBA) tools and applications (*e.g.*, Erwin data modeler) – five (5) years of experience.
  - b. Document processes, procedures and database structures (*e.g.*, data topology, and data dictionary) – five (5) years of experience.
  - c. Scripting language (PowerShell, VB Script, or Windows Shell) experience --Three (3) years.
  - d. MS SQL Server 2008, 2008R2 or 2012 Database Administration experience -- Five (5) years.
  - e. Performance Tuning and Query Optimization using Performance Monitor, SQL Profiler and other related monitoring and troubleshooting tools experience -- Three (3) years.
  - f. Detecting and troubleshooting SQL Server related CPU, memory, I/O, disk space and other forms of resource contention experience --Five (5) years.
  - g. Perform backups, restores, recovery models, database shrink operations, DBCC commands, Clustering Database mirroring, and Replication experience -- Five (5) years.
  - h. Troubleshoot and resolve database integrity issues, performance issues, blocking and deadlocking, replication, long shipping, connectivity and security issues, *etc.* experience -- Five (5) years.
  - i. Expertise in Auditing, Credentials, Proxies and encryption.

- j. Actively Maintained Certification(s) --at least one of the following:
  - I. MCDBA,
  - II. MCSA, or
  - III. MCITP.
- 2) Education:
  - a. Bachelor's degree in Science, Technology, Mathematics or a Technical Field.
- 3) Technical Skills:
  - a. Scripting language (PowerShell, VB Script, or Windows Shell) experience
  - b. MS SQL Server 2008, 2008R2 or 2012 Database Administration.

**C.4.26 Data Architect Sr.:** The Contractor shall provide a Data Architect Sr. (Position AG) as defined in this section.

**C.4.26.1 Position Description:** The Contractor personnel shall perform the following duties and responsibilities:

- a. Architect, design, develop and maintain an enterprise data warehouse based on an understanding of business and customer requirements.
- b. Ability to rapidly understand the use of tools and technologies and integrate them into existing products and processes.
- c. Model data management processes based on collected user requirements, test cases, and development objectives
- d. Document Data architecture and design.
- e. Develop system reports using industry standard tools such as Tableau, Power BI, *etc.*
- f. Design, develop and facilitate the exchange of data with external data systems
- g. Have excellent interpersonal skills, to include the ability to work on multi-functional teams, as well as proven verbal and written communications skills.
- h. Have demonstrated ability to lead design and development teams, providing them technical direction and monitoring progress through use of metrics, with minimal management supervision
- i. Provide support for the design, implementation and administration of an enterprise digitization solution across classified and unclassified data repositories. Architect iterative and incremental software development, modifications, and updates; conduct requirements analysis and definition, testing, and support services for automating information systems to support knowledge capture and data retrieval.

- j. Supports processes for business case development, architecture development and implementation
- k. Other duties as assigned

C.4.26.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. A candidate with five (5) years of experience in a Data Architect role
- b. Five (5)+ years of experience with performing ETL (Extraction, transformation, Loading)
- c. Five (5) years of experience documenting processes, procedures and database structures (*e.g.*, data topology, data dictionary).
- d. Metadata management and data integrity skills essential
- e. Experience developing strategies for data acquisitions, archive recovery, and implementation
- f. Data integration tools knowledge used to integrate data from different unrelated Data Sources
- g. Data warehouse experience
- h. Experience using data analysis/visualization tools for project analysis such as Tableau, Power BI, *etc.*
- i. Knowledge of data mining and segmentation techniques

2) Education:

- a. Bachelor's degree in Science, Technology, Mathematics or a Technical Field.

3) Technical Skills:

- a. Oracle, Tableau or similar tools
- b. Informatica or similar tools



**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 supplies and 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 Inspection of Supplies

- (a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
- (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
  - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
  - (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.
- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject

- nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
  - (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
  - (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
  - (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
  - (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
  - (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
  - (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 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, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost

occasioned the District thereby.

### 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. 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 (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

## 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.

## E.3 WARRANTY OF SERVICES

E.3.1 The time period for this warranty provision is the life of the contract plus all active options and extensions.

### E.3.2 Warranty Provision:

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of discovery. This notice shall state either:

- (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or

- (2) That the District does not require correction or reperformance.
- (b) If the Contractor is required to correct or reperform, it shall be at no cost to the District, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.
- (c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

**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 may extend the term of this contract for a period of Four 1 year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.

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

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

**F.3 DELIVERABLES**

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

**SECTION G****CONTRACT ADMINISTRATION****G.1 CONTRACT ADMINISTRATORS****(a) Contracting Officer**

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

Anthony A. Stover, CPPO  
Contracting Officer  
1100 4<sup>th</sup> St. SW Suite E620  
Washington, DC 20024  
Telephone: (202) 442-7122  
Fax: 202-442-6454  
E-mail address: [Anthony.stover@dc.gov](mailto:Anthony.stover@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:

Lisa Pierson  
Contracting Officer Technical Representative (COTR)  
1100 4th St. SW E610 Washington, DC 20024  
(202) 442-6352  
[lisa.pierson@dc.gov](mailto:lisa.pierson@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 ORDERING CLAUSE**

- G.6.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.
- G.6.2 All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.
- G.6.3 If mailed, an order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**SECTION H****SPECIAL CONTRACT REQUIREMENTS****H.1 STAFFING**

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

**H.2 SUBCONTRACTS**

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

**H.3 RESERVED****H.4 WARRANTIES**

- H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
- H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.
- H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.
- H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.
- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.

- H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.
- 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 The Contractor warrants and agrees that it shall keep all equipment in good condition and repair, and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under the Contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance. The Contractor agrees to develop a maintenance and replacement schedule subject to approval by the District and agrees to comply with that schedule.
- H.4.10 The Contractor warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods, system proposed in the Contract or any interest therein, or permit any of it to become a fixture or accession to other goods or property without the prior written consent of the District.

## **H.5 DISCLOSURE OF LITIGATION**

The Contractor shall provide complete disclosure of 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 a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a response to a solicitation or execution of a contract 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 threatened or pending litigation involving the Contractor's District of Columbia operations and all threatened or pending litigation that may be considered material to the overall operations of the Contractor.

## **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 fully with the District and the new Contractor in any transition activities that the Contracting Officer deems

necessary during the term of the contract. To that end, the Contractor agrees to exercise its best 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) 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 prescribe. The Contractor also agrees that the District may conduct background investigations of such persons.
- H.7.3 The District may also require that contractors (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing, (2) provide documents and other information of official interest, and (3) attend integrity training.

#### **H.8 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

#### **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.

**SECTION I****CONTRACT CLAUSES****I.1 LAWS AND REGULATIONS INCORPORATED BY REFERENCE**

To the extent applicable, the provisions of the following acts, together with the provisions of applicable regulations made pursuant to said acts are hereby incorporated by reference into this contract; together with the 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)

**I.2 – I.15 RESERVED****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.

#### **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 RIGHTS IN DATA**

##### **A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

##### **B. Title to Project Deliverables**

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



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

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

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

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

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a

single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

#### **F. Indemnification and Limitation of Liability**

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

#### **I.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, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or use in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in this contract.

#### **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.

**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 shall include the Government of the District of Columbia as an additional insured 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 Grantee and subcontractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

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, 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 occurrence 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 injury; \$500,000 per employee for disease; and \$500,000 for policy 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 that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should 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 RESERVED**

**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**

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) Task Order (herein referenced as “Contract”)
- (2) Contract Attachments
- (3) BAFO (in order of the most recent to earliest)

(4) Contractor Proposal dated May 24, 2019

**SECTION J****ATTACHMENTS**

The following Attachments are hereby incorporated.

| <b>Attachment Number</b> | <b>Document</b>  |
|--------------------------|--|
| <b>J.1</b>               | Bidder/Offeror Certification Form<br>available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments" |
| <b>J.2</b>               | Doing Business with Integrity  |
| <b>J.3</b>               | Tax Certification Affidavit<br>available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"       |
| <b>J.4</b>               | Past Performance Evaluation Form<br>available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"  |



**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED OFFICERS**

The Contractor shall list the names of persons authorized to negotiate on the Contractor’s behalf in connection with this solicitation (list names, titles, and telephone numbers of the authorized negotiators):

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**K.2 PENDING LEGAL CLAIMS AGAINST THE DISTRICT**

The Offeror must disclose any pending legal claims against the District. Pending legal claims includes, but is not limited to, Federal and District court litigation, administrative actions such as contract appeals or protests, claims for money damages from the District, and any other type of action (court or administrative) against the District. Offerors with pending legal claims against the District are not automatically precluded from contract award. If Offerors does not have any pending legal claims against the District, please indicate this below.

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The Contractor hereby certifies that the information provided above is true, correct and complete.

|                    |               |                |
|--------------------|---------------|----------------|
| _____<br>Signature | _____<br>Date | _____<br>Title |
|--------------------|---------------|----------------|

**K.3 TERMS AND CONDITIONS CERTIFICATION**

The Contractor hereby certifies that it has read, understands, acknowledges and agrees to comply with the terms and conditions as set forth in this solicitation/contract/resultant contract, *without exception.*

|                    |               |                |
|--------------------|---------------|----------------|
| _____<br>Signature | _____<br>Date | _____<br>Title |
|--------------------|---------------|----------------|

**SECTION L****INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS****L.1 SOLICITATION CONDITIONS**

- L.1.1 The District reserves the right to accept/reject any/all bids or proposal resulting from this solicitation.
- L.1.2 The District may reject as non-responsive any bid or proposal that fails to conform in any material respect to this solicitation.
- L.1.3 The Contracting Officer may waive minor informality or irregularity in bids received or provide limited exchanges to clarify or resolve ambiguities, apparent minor mistakes or irregularities in proposals received whenever it is determined that such action is in the best interest of the District.
- L.1.4 All bid or proposal documents will be retained by the District, and therefore will not be returned to the offeror.
- L.1.5 Offerors are expected to examine the Scope of Work and all instructions and attachments in this Solicitation. Failure to do so shall be at the sole risk of the Offeror.
- L.1.6 The District shall not be liable for any costs incurred by any Offeror associated with the preparation of a bid or proposal submitted in response to this Solicitation.
- L.1.7 The District will reject any bid or proposal that fails to include a subcontracting plan that is required by law, pursuant to Section H.3.

**L.2 EXPLANATION TO PROSPECTIVE OFFERORS**

- L.2.1 If a prospective offeror has any questions, exceptions/alternatives it wishes to present to the District, or assumptions (referred to collectively herein as “inquiries”) relative to this solicitation, the prospective offeror shall email inquiries to the point of contact on Page 1 of this **5:00p.m. EST May 3, 2019**. The District may not consider any inquiries received after the date specified. An amendment to the solicitation will be posted online on the Solicitation Gateway at <https://bit.ly/2GXc2r5> if that information is necessary in responding to the solicitation, or if the lack of its dissemination would be prejudicial to other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding on the District.
- L.2.2 Upon the release of this Solicitation and during the selection process, there shall be no communication concerning this Solicitation between any prospective Offeror and/or its representatives, and employees of the Government of the District of Columbia, consultants or advisors to the Government of the District of Columbia; and elected or appointed officials of the Government of the District of Columbia or their staff, except as provided for in this Solicitation. Any violation of this provision by any prospective Offeror and/or its representatives may be grounds for immediate disqualification.

**L.3 PREPARATION AND SUBMISSION OF PROPOSALS**

**L.3.1** An Offeror shall submit its proposal in two (2) parts: (1) a technical proposal, and (2) a price proposal. The offeror shall label each part respectively, i.e., “Technical Proposal” and “Price Proposal.” See Section L.12 for delivery details.

**L.3.2 Technical Proposal**

- 1) For the Technical Proposal, Offerors are directed to the specific proposal evaluation factors found in Section M, Evaluation of this solicitation. The Offeror shall respond to the technical evaluation factors in a way that will allow the District to evaluate the Offeror’s response against the factors. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.
- 2) Representations, Certifications and Acknowledgements: The Offeror shall submit the following forms and information:
  - A. Section K, Representations, Certifications and Other Statements of Offerors
  - B. Solicitation, Offer and Award form (cover page) of this solicitation
  - C. Acknowledgement of Amendments – signed cover page of any amendments to
- 3) The Offeror’s Technical Proposal shall be organized and presented in the following clearly marked separate sections:

**I. Section: Technical Approach and Methodology**

- a. Provide a description of the Offeror’s approach and methodology to provide the required services, as referenced in Section C. This description should include:
  - i. A description of how the staff will be selected and replaced.
  - ii. Discuss how the Offeror will manage the timely resourcing of staff to support in-scope services.
  - iii. Describe the Offeror’s subcontractor network and how it may be leveraged to support staffing this project (or future task orders) with the needed expertise, skills and/or capabilities.

## II. Section: Technical Expertise

- b. Provide a description that demonstrate the qualifications of the Offeror's key staff and key subcontractors. The qualifications should identify the roles and responsibilities and present the level of experience and proficiency of the Offeror's key staff in providing the required services, as referenced in Section C. Description shall include the following information:
  - i. Name of consultant;
  - ii. Proposed role;
  - iv. Education and training;
  - v. Summary of relevant experience (including start and end dates);
  - vi. Experience implementing Oracle;
  - vii. Public sector implementation experience;
  - viii. Other relevant experience;
1. ix. Employee of Offeror or subcontractor; and
2. Offerors shall provide three (3) completed Past Performance Evaluation forms (Attachment J.4) for similar services and positions listed in Section C.4.1 At least one of the three past performances should be as a Primary Contractor to a Public Sector or a commercial entity providing similar services.
3. Offeror shall demonstrate experience providing consulting service in all five (5) areas (Project Management, Change Management, Functional, Technical and Testing) to multiple customers for positions listed in Section B.1.2.

### 2. Personnel Summary Table:

- a. The Offeror shall provide a Personnel Summary Table. The Personnel Summary Table shall include: (a) the proposed role(s); (b) consultant name; (c) firm employed by; (d) total years of Oracle Cloud implementation and/or Hyperion experience; (e) years of public sector experience; and (f) other relevant experience information, including significant clients in the proposed role; an indication whether client was federal, state or local public sector; and any relevant actively maintained professional certifications. All key personnel shall maintain any required professional certifications for the duration of their assignment to the project.

### III. Section: Experience and Past Performance

- a. Provide a description of the Offeror's general experience in IT Staff Augmentation and Support Services.
  - b. The Offeror shall provide a reference list of contracts or subcontracts the Offeror has satisfactorily performed within the past five (5) years that are similar in size and scope as the required services described in Section C. "Similar in size and scope" is in relation to the District of Columbia's Office of Chief Information Officer. The Offeror's list shall include the following information for each contract or subcontract:
    - i. Contract Title
    - ii. Contract number
    - iii. Contract duration (or Period)
    - iv. Total contract value
    - v. Whether the Offeror was the prime contractor or a subcontractor
    - vi. Description of work performed, to include:
    - vii. Contact Person name, phone, and e-mail address
- The District may contact listed references.
- c. Provide at least three (3) client completed Attachment J.4, Past Performance Evaluation Forms from the list of references identified in response to Item (b) above.

#### L.3.3 Price Proposal

The Offeror's Price Proposal shall be submitted as follows:

- 1) Cover page narrative that describes the budget methodology and detail cost factors Completed Section B, Pricing Schedule
- 2) J.3, Tax Certification Affidavit
- 3) The Offeror's Dun & Bradstreet (D&B) D-U-N-S Number, recent financial statement prepared in accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant, or a copy of the Offeror's most recently submitted IRS tax filing.

#### L.4 SIGNING BIDS, PROPOSALS, AND CERTIFICATIONS

Each bid or proposal must show a full business address and telephone number and email address of the Offeror and be **SIGNED BY A PERSON OR PERSONS LEGALLY AUTHORIZED TO BIND THE ENTITY TO THE TERMS AND CONDITIONS OF THE CONTRACT.** All correspondence concerning the bid or proposal or resulting contract will be mailed to the address shown on the bid or proposal in the absence of written instructions from the Offeror or contractor to the contrary. Any bid or proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid or proposal submitted by a corporation must be signed with the name of the corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request,

an Offeror shall provide to the District satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a bid or proposal, the Offeror shall submit to the Contracting Officer evidence satisfactory to the Contracting Officer of the agent's authority to bind the Offeror. The Offeror shall complete and sign all Representations, Certifications and Acknowledgements in this solicitation. Failure to do so may result in a bid or proposal being rejected.

**L.5 ERRORS IN BIDS OR PROPOSALS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this Solicitation, acquainting themselves with all available information regarding difficulties that may be encountered and the conditions under which the work is to be accomplished. Offerors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed. In event of a discrepancy between a unit price and a total price, the unit price shall govern.

**L.6 BIDS OR PROPOSALS FOR ALL OR PART**

Unless otherwise specified in the solicitation, the Contracting Officer may make award either on all items or on any of the items according to the best interests of the District. Unless prohibited by the solicitation, An Offeror may specify that the Offeror will accept award based on all of the items required.

**L.7 WITHDRAWAL OR MODIFICATION OF BIDS OR PROPOSALS**

An Offeror may modify or withdraw its bid or proposal upon written notice or facsimile transmission, or via email if received in the location designated in the solicitation for submission of bids or proposals, but not later than the exact time set for opening of bids or due date for proposals.

**L.8 LATE BIDS OR PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

L.8.1 Any bid or proposal or modification to any bid or proposal received at the location designated in the solicitation after the time and date set for receipt of bids or proposals shall be considered "late" unless it was received prior to the contract award and any of the following applies:

- (a) It was sent by registered or certified mail not later than five (5) calendar days before the date and time specified for receipt of offers;
- (b) It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the solicitation;
- (c) Section L.12 requires electronic delivery and it was sent electronically by the offeror prior to the time and date specified and there is objective evidence in electronic form confirming that the offer was received prior to the date and time specified for receipt; or

(d) It was the only proposal received.

- L.8.2 Any request for withdrawal or request for modification of an offer received after the time and date set for receipt of bids or proposals is late.
- L.8.3 A late bid or proposal, late request for modification, or late request for withdrawal shall not be considered, except as provided in this section.
- L.8.4 A late modification of a successful bid or proposal which makes its terms more favorable to the District shall be considered at any time it is received and may be accepted.
- L.8.5 A late bid or proposal, late modification of offer, or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers.
- L.8.6 If any information received electronically is unreadable, the contracting officer immediately shall notify the offeror and permit the offeror to resubmit the unreadable portion of the information. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the offeror, and documented in the contract file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the contracting officer.

#### **L.9 CONTRACT AWARD**

If the District awards a contract as a result of this solicitation, the District will send to the successful offeror one copy of the contract electronically and notice to unsuccessful offeror.

#### **L.10 ACKNOWLEDGEMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendments to this solicitation (a) by signing and returning the amendment; or (b) by identifying the amendment number and date in the space for amendment(s) on the Offeror's submitted Solicitation, Offer and Award Form, page 1 of the solicitation. The District must receive the acknowledgement by the date and time specified for receipt of bids or proposals. The Offeror's failure to acknowledge an amendment may result in rejection of bid or proposal.

#### **L.11 ACCEPTANCE PERIOD**

The Offerors agrees that its bid or proposal remains valid for the period specified in Box #12 of the Solicitation, Offer and Award Form (page 1 of this solicitation).

#### **L.12 HAND DELIVERY OR MAILING OF PROPOSALS**

- L.12.1 The Offeror must submit its proposal as:
- 1) three (3) hardcopies of its Technical Proposal, and
  - 2) one (1) flash drive that contains the Technical Proposal, the Price Proposal, and a Redacted Proposal Copy pursuant to Section L.12.3.

The Offeror should not include pricing information in its technical proposal nor must technical information be in the pricing proposal.

- L.12.2 All proposals should be in sealed envelopes and conspicuously marked as indicated below:
- A. Proposal in Response to Solicitation No. **CFPOD-F-19-033 Staff Augmentation and Support Services.**
  - B. Office of the Chief Financial Officer  
Office of Contracts  
Attention: **James E. Crenshaw**  
1100 4<sup>th</sup> Street SW, Suite E620  
Washington, DC 20024
  - C. SEALED PROPOSALS are due to the Office of Contracts, at the address listed above not later than **5:00pm EST May 24, 2019.**
- L.12.3 Redacted Proposal Copy: In addition to other proposal submission requirements, the offeror must submit a copy of its proposal on flash drive, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under §2-534(a)(1).

### **L.13 PROCUREMENT PROTESTS**

Any actual or prospective Offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file a protest with the Contract Appeals Board no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

### **L.14 STANDARDS OF RESPONSIBILITY**

- L.14.1 The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit evidence, within five (5) days of the request by the District, of the following:
- (a) Financial resources adequate to perform the contract or the ability to obtain them;
  - (b) Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
  - (c) A satisfactory performance record;



- (d) A satisfactory record of integrity and business ethics;
- (e) The necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;
- (f) Compliance with the applicable District licensing and tax laws and regulations;
- (g) The necessary production, construction, and technical equipment and facilities or the ability to obtain them;
- (h) not exhibited a pattern of overcharging the District;
- (i) the prospective contractor does not have an outstanding debt with the District or Federal government in delinquent status of more than the greater of \$1,000 or 1% of the contract value, up to \$25,000; and
- (j) the prospective contractor is otherwise qualified and is eligible to receive an award under applicable laws and rules.

L.14.2 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

#### **L.15 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.15.1** Offerors who include in their bid or proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This bid or proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.15.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid or proposal."**

#### **L.16 INITIAL OFFERS**

The CO reserves the right to reject any or all bids or proposals determined to be inadequate or unacceptable. The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of price, technical and any other factors of award.

## SECTION M

### EVALUATION OF PROPOSALS

#### **M.1 EVALUATION FOR AWARD**

- M.1.1 The District intends to award multiple contracts to the responsive, responsible Offeror(s) whose offer is most advantageous to the District, based upon the evaluation factors specified below. Thus, while the points in the evaluation factors indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation factors that consists of a combination of experience and qualifications, pricing, and ability to meet the needs of the District.
- M.1.2 The District may award a contract on the basis of initial offers received, without further discussion. Therefore, each initial offer must contain the Contractor's best terms from a standpoint of price, technical standards, and other factors.
- M.1.3 The District reserves the right to request discussions/oral presentations from Offerors and will use the information derived from these discussions/oral presentations, if any, in its evaluation.

#### **M.1.4 Selection of Negotiation Process**

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the factors stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1.

#### **M.2 TECHNICAL RATING**

- M.2.1 The technical rating scale and guidelines for each technical evaluation factor identified in the solicitation is as follows:

| <b>Rating</b> | <b>Score as a Percentage of Total Available Points for Factors</b> | <b>Guidelines</b>  |
|---------------|--|--|
| Excellent     | 90-100%  | The response to the factor is complete and well defined, providing relevant supporting details and examples. The response to this factor indicates a high prospect for outstanding performance on the resulting contract. The expectations for this factor are clearly met or exceeded.  |
| Good          | 70-89%   | The response to the factor is generally complete and well defined, providing reasonably well-developed responses with a good amount of relevant supporting details and examples. The response to this factor indicates a moderate to high prospect for good performance on the resulting contract. Most of the expectations are met for this factor. |

| <b>Rating</b> | <b>Score as a Percentage of Total Available Points for Factors</b> | <b>Guidelines</b>  |
|---------------|--|--|
| Fair          | 50-69%   | The response to the factor is fairly complete, but lacking some definition or clarity. The response is not well developed to address the factor and provides limited supporting details and examples. The response to this factor indicates a prospect of achieving satisfactory performance on the resulting contract, but there may also be some risk. Few of the expectations are demonstrated to be met for this factor. |
| Poor          | 49% or below   | The response to the factor is not complete or provides minimal information, lacking sufficient details and examples. The response to this factor indicates a moderate to high risk of not achieving satisfactory performance on the resulting contract. Does not demonstrate ability to meet expectations for this factor.   |

M.2.2 The technical rating is a guideline that will be applied to the point value for each technical evaluation factor or sub-factor to determine the offeror's score for each factor. For example, if an evaluation factor has a maximum point value of 40, using the technical rating guidelines above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor would fall between 28 to 35 (70% to 89% x 40). The offeror's total technical score will be determined by adding the offeror's score in each technical evaluation factor or sub-factor.

### **M.3 EVALUATION FACTORS**

Proposals will be evaluated based on the following evaluation factors. The Technical Proposal shall be worth **80 points** and the **Price Proposal shall be worth 20 points**, for a total of 100. If preference points are applicable, the maximum attainable total shall be 112.

#### **M.3.1 Technical Evaluation Factors (80 Points Maximum)**

The technical evaluation will be subjective. The technical proposal will be scored up to the maximum possible points based on the rating guidelines. The technical proposal will be evaluated based on the following subfactors:

##### **1. Technical Approach and Methodology (30 Points Maximum)**

This factor evaluates how complete and well defined is the Offeror's approach and methodology to provide the requirements of Section C based on Offeror's information in response to Section L.3.2.3.I.

##### **2. Technical Expertise (20 Points Maximum)**

This factor evaluates the Offeror's level of technical expertise and capacity and the qualifications of the Offeror's key staff and key subcontractors to provide outstanding performance of the required services in Section C based on Offeror's information in response to Section L.3.2.II.

**3. Experience and Past Performance (30 Points Maximum)**

This factor evaluates the Offeror’s relevant experience in services similar in size and scope as required in Section C that indicates a prospect for similar performance on the resulting contract based on Offeror’s information in response to Section L.3.2.III.

**M.3.2 Price Evaluation Factor (20 Points Maximum)**

The price evaluation will be objective. Price evaluation will include the base period and option periods. Evaluation of option periods shall not obligate the District to exercise them. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$