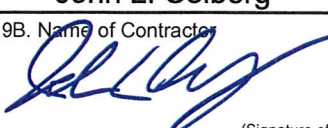
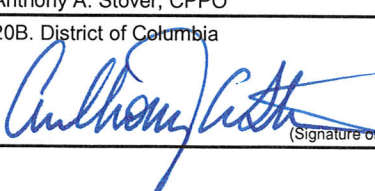


| | | | | | | | |
|---|------------------------|--|--|--|--|--|-------|
| AWARD/CONTRACT | | 1. Solicitation Number CFOPD-18-R-037 | Page of Pages 1 44 + Attachments | | | | |
| 2. Contract Number CFOPD-19-C-007 | | 3. Effective Date See 20C | 4. Requisition/Purchase Request/Project No. | | | | |
| 5. Issued By Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite E610 Washington, DC 20024 | | Code | 6. Administered By (If other than line 5) | | | | |
| 7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Cheiron Inc 1750 Tyson Blvd., Suite 1100 McLean, VA 22102 John Coleberg jcolberg@cheiron.us P 877-243-4766 (o) | | 8. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule Section F) | | 9. Discount for prompt payment | | | |
| Code | | Facility | | 10. Submit Invoices to the Address shown in Line 12 Item (2 copies unless otherwise specified) | | | |
| 11. Ship to/Mark For Office of Finance and Treasury Office of Finance and Treasury 1101 4th Street, SW ,8th Floor Washington, DC 20024 202-727-0107 | | Code | 12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable 1100 4th Street, SW Suite E600 Washington, DC 20024 oma.invoicing @dc.gov | | | | |
| 13. Contract Type Requirements with NTE Ceiling | | 14. Accounting and Appropriation Data | | | | | |
| 15A. Item | 15B. Supplies/Services | 15C. Qty | 15D. Unit | 15E. Unit Price | 15F. Amount | | |
| 1 | Actuarial Services | 1 | Lot | NTE \$91,000.00 | NTE\$91,000.00 | | |
| Total Amount of Contract | | | | | NTE\$91,000.00 | | |
| 16. Table of Contents | | | | | | | |
| (X) | Section | Description | Pages | (X) | Section | Description | Pages |
| | PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | |
| | A | Solicitation/Contract Form | 1 | | I | Contract Clauses | 21 |
| | B | Supplies or Services and Price/Cost | 2 | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS | | |
| | C | Description/Specifications/Work Statement | 6 | | J | List of Attachments | 44 |
| | D | Packaging and Marking | 11 | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | |
| | E | Inspection and Acceptance | 12 | | K | Representations, Certifications and Other Statements of Offerors | |
| | F | Deliveries or Performance | 14 | | | | |
| | G | Contract Administration Data | 15 | | L | Instructions, conditions & notices to offerors | |
| | H | Special Contract Requirements | 17 | | M | Evaluation factors for award | |
| Contracting Officer will Complete Item 17 or 18 as Applicable | | | | | | | |
| 17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1 pdf</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | 18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | |
| 19A. Name and Title of Signer (Type or print) John L. Colberg | | | | 20A. Name of Contracting Officer Anthony A. Stover, CPPO | | | |
| 19B. Name of Contractor  (Signature of person authorized to sign) | | 19C. Date Signed 10/1/2018 | | 20B. District of Columbia  (Signature of Contracting Officer) | | 20C. Date Signed 10-15-18 | |

SECTION B

B.1 The procurement rules under CFO Order Number 15-14 shall govern this request for proposals ("Solicitation"). The services solicited are exempt from: (i) District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. ("PPRA")); (ii) D.C. Council contract review provisions of Section 451 of the Home Rule Act ("D.C. Official Code § 1-204.51); and (iii) Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (the "CBE Act").

B.2 OVERVIEW OF SERVICES

B.2.1 The District of Columbia, Office of the Chief Financial Officer, Office of Contract (District), on behalf of the Office of Finance and Treasury (OFT) and the Office of Financial Operations and Systems (OFOS), requires Actuarial Services for the annual valuation of the District of Columbia's Other Post-Employment Benefits Fund (OPEB Fund).

B.2.2 The District awards a Requirements contract with Firm Fixed Unit Prices and a Firm Fixed Price component.

B.3 PRICE SCHEDULE OF SERVICES

B.3.1 The Contractor shall provide Actuarial Services in relation to the Benefit Plans Consultant Services as outlined in the schedules below according to the services provided to fulfill the requirements of Section C.

B.3.2 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated in the Pricing Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements.

B.3.3 The stated fixed unit price for each Contract Line Item Number (CLIN) shall be inclusive of all the Contractor's direct cost, indirect cost, and profit including travel, material, and delivery. The price shall include all cost associated with the services described in and required by the Contract. The Contractor shall provide a Firm Fixed price for each CLIN for the Base and Option Years in the tables set forth in Section B.4.

B.4 PRICING SCHEDULE**B.4.1 BASE PERIOD (2 Years)****B.4.1.1 Base Period (Year One)**

| CLIN | ITEM DESCRIPTION | Firm Fixed Price |
|---|--------------------------------|-------------------------|
| 001 | Full Valuation Actuarial Study | \$35,000.00 |
| Base Period One (Year One) Firm Fixed Price | | \$35,000.00 |

B.4.1.2 Base Period (Year Two)

| CLIN | ITEM DESCRIPTION | Firm Fixed Price |
|---|--------------------------------|-------------------------|
| 002 | Full Valuation Actuarial Study | \$36,000 |
| 003 | Experience Study | \$20,000.00 |
| Base Period (Year Two) Firm Fixed Price | | \$56,000.00 |
| Base Period (Year One and Year Two) Firm Fixed Price Total | | \$91,000.00 |

The Contractor shall provide a fixed unit price for each labor category. The Contractor shall provide a breakdown of the estimated number of hours for each labor category for a total of 100 hours. The hourly rates provided shall also be used to determine the price if additional hours are needed for additional services in accordance with Section C.2.15.

100 hours are estimated for the Base Period

| Contract Line Item Number (CLIN) | Labor Category | Unit | Firm Fixed Unit Price | Estimated Hours | Not to Exceed Total |
|---|-----------------------------|-------------|------------------------------|------------------------|----------------------------|
| 001 | Client Engagement Officer | hourly | \$300.00 | 0 | 0 |
| 002 | Managing Director | hourly | \$300.00 | 0 | 0 |
| 003 | Senior Actuarial Consultant | hourly | \$300.00 | 50 | \$15,000.00 |
| 004 | Actuarial Consultant | hourly | \$300.00 | 50 | \$15,000.00 |
| | | | | 100 | \$30,000.00 |

B.4.2 OPTION PERIOD ONE (2 YEARS)**B.4.2.1 Option Period One (Year One)**

| CLIN | ITEM DESCRIPTION | Firm Fixed Price |
|---|--------------------------------|-------------------------|
| 101 | Full Valuation Actuarial Study | \$37,000.00 |
| Option Period One (Year One) Firm Fixed Price | | \$37,000.00 |

B.4.2.2 Option Period One (Year Two)

| CLIN | ITEM DESCRIPTION | Firm Fixed Price |
|---|--------------------------------|-------------------------|
| 102 | Full Valuation Actuarial Study | \$38,000.00 |
| 103 | Experience Study | \$21,000.00 |
| Option Period One (Year Two) Firm Fixed Price | | \$59,000.00 |
| Option Period One (Year One and Year Two) Firm Fixed Price Total | | \$96,000.00 |

The Contractor shall provide a fixed unit price for each labor category. The Contractor shall provide a breakdown of the estimated number of hours for each labor category for a total of 100 hours. The hourly rates provided shall also be used to determine the price if additional hours are needed for additional services in accordance with Section C.2.15.

100 hours are estimated for Option Period One

| Contract Line Item Number (CLIN) | Labor Category | Unit | Firm Fixed Unit Price | Estimated Hours | Not to Exceed Total |
|---|-----------------------------|-------------|------------------------------|------------------------|----------------------------|
| 001 | Client Engagement Officer | hourly | \$315.00 | 0 | 0 |
| 002 | Managing Director | hourly | \$315.00 | 0 | 0 |
| 003 | Senior Actuarial Consultant | hourly | \$315.00 | 50 | \$15,750.00 |
| 004 | Actuarial Consultant | hourly | \$315.00 | 50 | \$15,750.00 |
| | | | | 100 | \$31,500.00 |

B.3.3 OPTION PERIOD TWO (2 YEARS)**B.3.3.1 Option Period Two (Year One)**

| CLIN | ITEM DESCRIPTION | Firm Fixed Price |
|---|--------------------------------|-------------------------|
| 201 | Full Valuation Actuarial Study | \$39,000.00 |
| Option Period One (Year One) Firm Fixed Price | | \$39,000.00 |

B.3.3.1 Option Period Two (Year Two)

| CLIN | ITEM DESCRIPTION | Firm Fixed Price |
|---|--------------------------------|-------------------------|
| 202 | Full Valuation Actuarial Study | \$40,000.00 |
| 203 | Experience Study | \$22,000.00 |
| Option Period Two (Year Two) Firm Fixed Price | | \$62,000.00 |
| Option Period Two (Year One and Year Two) Firm Fixed Price Total | | \$101,000.00 |

The Contractor shall provide a fixed unit price for each labor category. The Contractor shall provide a breakdown of the estimated number of hours for each labor category for a total of 100 hours. The hourly rates provided shall also be used to determine the price if additional hours are needed for additional services in accordance with Section C.2.15.

100 hours are estimated for Option Period Two

| Contract Line Item Number (CLIN) | Labor Category | Unit | Firm Fixed Unit Price | Estimated Hours | Not to Exceed Total |
|---|-----------------------------|-------------|------------------------------|------------------------|----------------------------|
| 001 | Client Engagement Officer | hourly | \$330.00 | 0 | 0 |
| 002 | Managing Director | hourly | \$330.00 | 0 | 0 |
| 003 | Senior Actuarial Consultant | hourly | \$330.00 | 50 | \$16,500.00 |
| 004 | Actuarial Consultant | hourly | \$330.00 | 50 | \$16,500.00 |
| | | | | 100 | \$33,000.00 |

SECTION C

Statement of Work

The District of Columbia, Office of the Chief Financial Officer, Office of Contract (District), on behalf of the Office of Finance and Treasury (OFT) and the Office of Financial Operations and Systems (OFOS), requires Actuarial Services for the annual valuation of the District of Columbia's Other Post-Employment Benefits Fund (OPEB Fund).

C.1 Background

The Government of the District of Columbia (the District) established the Annuitants' Health and Life Insurance Employer Contribution Plan (Plan or Fund) on October 1, 1999 under the Annuitants' Health and Life Insurance Employer Contribution Amendment Act of 1999 (D.C. Official Code I-621.09). The Plan also included a trust fund for the deposit of the District contributions that will be used to pay future plan benefits. The Plan is administered jointly by the District's Office of Finance and Treasury (OFT) within the District's Office of the Chief Financial Officer, and the District's Office of Human Resources (DCHR).

The Plan is a single employer defined benefit plan that provides health and life insurance benefits to retired eligible District employees. All employees hired after September 30, 1987, who retired under the Teachers Retirement System and Police and Fire Retirement Systems, or who are eligible for retirement benefits under the Social Security Act, are eligible to participate in the Plan. The trust fund was established to hold and pay the District's contributions for health and life insurance for annuitants. The purpose of the Plan (as defined in Section 2.16 of the Act) is to manage and administer the trust fund for the benefit of annuitants, as provided in the Act.

To continue insurance benefits into retirement, employees must have been continuously enrolled (or covered as a family member) under the D.C. Employees Health Benefits (DCEHB) program or the D.C. employees Group Life Insurance (DCEGLI) program for five years prior to retirement. If the participant was employed less than five years, the participant must have been enrolled for his/her length of employment. Coverage under Medicare is not considered in determining continuous coverage. Dependents are also covered if the employee elects family coverage.

C.2 Requirements

The Contractor shall review, prepare and:

- C.2.1 Assist in the drafting of the Audited financial statements of the plan;
- C.2.2 Assist in the drafting of the OPEB Fund Annual Report;
- C.2.3 Perform an experience study of the OPEB Fund once every other year, beginning in the second year of the contract;
- C.2.4 Perform an asset allocation study of the OPEB Fund;
- C.2.5 Assist with any new language in the Plan Descriptions which of course would be in the Audited financial statements;

- C.2.6 Work with staff to develop a copy of the substantive plan, which is the plan as understood by the participating employer and plan members as of the actuarial valuation date. The Substantive plan is composed of both the plan document and other communications between the plan's trustees and administrators, employer and plan members such as amendments made and communicated to plan members by the valuation date as well as the employer's historical pattern of allocating benefit costs between the employer and plan members up to the valuation date;
- C.2.7 Develop and draft a schedule of funding progress;
- C.2.8 Develop and draft a schedule of employer contributions;
- C.2.9 Identification of Financial Reporting for Other Postemployment Benefit Plans other than the OPEB Fund to include the number of participating employers and other contributing entities, if any;
- C.2.10 Work with various District agencies to get classification of employees covered and current membership (including the number of retirees and others currently receiving benefits, terminated employers entitled to receive benefits in the future, and current active plan members). If the plan is closed to new entrants, this fact should also be disclosed;
- C.2.11 Draft brief description of benefit provisions and the authority for establishing or amending those provisions. This description should specifically address provisions or policies regarding automatic and ad hoc postretirement benefit increases;
- C.2.12 The Contractor shall ensure that services complete the tasks 3 through 8 and 11 through 31 on the attached information request found on Attachment A;
- C.2.13 To ensure that the District remains in compliance with GASB standards, prepare a full actuarial valuation based on GASB standards once every year, including, but not limited to, the following information:
1. The actuarial present value of total projected benefits;
 2. Actuarial accrued liability;
 3. Actuarial value of assets;
 4. The unfunded actuarial accrued liability;
 5. Normal costs;
 6. Annual required contribution of the employer as a level dollar amount and as a level percentage of covered payrolls;
 7. Net OPEB obligation;

8. A gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this;

9. A sensitivity analysis showing the impact of alternative assumptions on the employer's contributions; and

10. Any other items within the actuary's expertise to comply with GASB reporting and disclosure requirements;

C.2.14 Provide analysis of alternative plan designs and related costs, benefits, and strategies to assist the Office of Finance and Treasury (OFT) in managing its OPEB responsibilities;

C.2.15 After submission of all required deliverables, provide additional consultation (up to 100 hours) as requested. Such consultation may include:

- a. Change age/service criteria
- b. Change from Part D Subsidy to PDP
- c. Eliminate benefits for new hires
- d. Increase retiree cost-sharing (deductibles, coinsurance, co-pays, etc.)
- e. Base pre-Medicare retiree contributions on a percentage based on their cost rather than the blended active cost
- f. Mandate the lowest cost plan, if multiple options
- g. Strengthen medical management
- h. Review provider contracts
- i. Wellness incentives
- j. Increase retiree contributions
- k. Increase contributions or reduce benefits for dependents
- l. Increase contributions or reduce benefits for Medicare eligible
- m. Add employee contributions
- n. Change to Medicare Advantage Plan Post-65
- o. Cap the employer's cost per person at a future point with CPI escalator (e.g., 2 x current cost)
- p. Eliminate benefits (or make self-pay) for dependents
- q. Eliminate benefits (or make self-pay) for Medicare eligible
- r. Cap the employer's cost per person at a future point (e.g., 2 x current costs)
- s. Administrative issues
- t. Qualification issues
- u. Participant communications, and
- v. Other factors that could affect the District's retirement costs and budget
- w. Provide an Ad Hoc report at least once a year illustrating a comparative analysis of other plans

C.3 Actuarial Experience and Knowledge

The Contractor shall demonstrate and provide staff that has knowledge of the following:

- C.3.1 Basis of accounting, (such as timing of recognition of contributions, benefits and refunds);
- C.3.2 Method used to determine the fair value of investments; and
- C.3.3 Contributions and reserves:
 - a. Authority for establishing or amending the obligation to make contributions;
 - b. How contributions are determined (e.g., statute) and how administrative costs are financed. *Also, legal or contractual maximum contribution rates should be disclosed.*
 - c. Required contribution rates for active or retired plan members, expressed either as a rate or amount per member or as a percentage of covered payrolls;
 - d. Terms of long-term, contracts for contributions and the amount outstanding as of the plan's reporting date;
 - e. Balances in legally required reserves as of the plan's reporting date (designations may be disclosed as well); and
 - f. Purpose and funded status of each reserve or designation reported.
- C.3.4 Actuarial valuation date;
- C.3.5 Actuarial value of assets;
- C.3.6 Actuarial accrued liability;
- C.3.7 Total unfunded actuarial accrued liability or excess;
- C.3.8 Actuarial value of assets as a percentage of actuarial accrued liability (funded ratio);
- C.3.9 Annual covered payroll;
- C.3.10 Ratio of the unfunded actuarial liability to annual covered payroll;
- C.3.11 Actuarial cost method;
- C.3.12 Method(s) used to determine the actuarial value of assets;
- C.3.13 Assumption regarding inflation rate;
- C.3.14 Assumption regarding investment return (discount rate);

- C.3.15 Method used to determine a blended rate for a partially funded plan;
- C.3.16 Assumption regarding projected salary increases if relevant to benefit levels;
- C.3.17 The assumption for the healthcare cost trend rate (for postemployment healthcare plans);
- C.3.18 Amortization period (level dollar or level percentage of projected payroll);
- C.3.19 Amortization period (equivalent single amortization period, for plans that use multiple periods) for the most recent actuarial valuation and whether the period is closed or open;
- C.3.20 Actuarial valuations involve estimates of the value of reported amounts assumptions about the probability of events far in to the future, and that actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future;
- C.3.21 Projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations on the pattern of cost sharing between the employer and plan members in the future (if applicable);
- C.3.22 Actuarial calculations reflecting long-term perspective and;
- C.3.23 Actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets (if applicable).

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

Unless otherwise specified herein, all reports and deliverables delivered under this contract must be plainly marked, stating the Contractor’s name, solicitation 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.

SECTION E

INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES

E.1 INSPECTION

Inspection of all goods and services provided by the Contractor under this solicitation shall be performed by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1(b).

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 solicitation. 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 solicitation, 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 solicitation requirements, the District may require the Contractor to perform these services again in conformity with solicitation 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

THE TIME PERIOD FOR THIS WARRANTY IS THE LIFE OF THE CONTRACT PLUS ALL ACTIVE OPTIONS AND EXTENSIONS.

- (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 reperfomed 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

DELIVERABLES / PERFORMANCE

F.1 CONTRACT PERIOD

The term of the contract shall be as follows:

F.1.1. **Base Paid Period.** The base paid period shall begin on the date of the Contracting Officer's signature and end two (2) years thereafter.

F.1.2. **Options to extend**

- (b) The District may extend the term of this contract for two (2), two-year option periods or fractions thereof. The District may exercise an option by written notice to the Contractor before expiration of the contract. The preliminary notice does not commit the District to an extension.
- (c) *Emergency Option to Extend.*
 - (1) The District reserves the right to reactivate or further extend the initial term of the Contract, or any extension thereof, at the rate agreed upon for the last year of the extension period of the Contract, upon thirty (30) days notice, for one (1) ninety (90) day period to allow additional time to complete the requirement.
 - (2) The District also reserves the right to further extend the Contract upon expiration of such ninety-day extension, if any, for a period of one (1) year or a fraction thereof.
 - (3) The District's right to extend shall not be construed as obligating the District to repeat the procurement process for any subsequent contract or conferring any right or expectation for Contractor to continue operating under the Contract after the expiration of either a ninety (90) day or one (1) year or fraction thereof extension.

F.2 **DELIVERABLES**

All deliverables shall be submitted in accordance with the statement of work in Section C.

Reports that are required are to be submitted to the District as a deliverable(s) shall be delivered in accordance with the Statement of Work contained in Section C. If the report(s) is not submitted as part of the deliverables, final payment to the Contractor shall not be paid.

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

The Contracting Officer for this contract is:

Anthony A. Stover, CPPO
Contracting Officer
Office of Contracts
Office of Management and Administration
Office of the Chief Financial Officer
1100 4th Street SW Suite E610
Washington, DC 20024
Phone: 202-442-8078
Email: Anthony.stover@dc.gov

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

(b) Contracting Officer Technical Representative (COTR)

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

Rodney Dickerson – Program Manager, Asset Management
Office of Finance and Treasury
Office of the Chief Financial Officer
1101 4th Street, SW
Eight Floor
Washington, D.C. 20024

G.2 PAYMENT

G.2.1 The Contractor will charge the agreed upon fees to the participants fund that it administers.

G.2.2 The Contractor shall provide quarterly financial statements with the amount of fees charged for the period. The District will reconcile the fee statements and approve. If there is a discrepancy, the contractor shall reimburse the funds. The District reserves the right to conduct post payment reviews or audits.

G.3 STATEMENT SUBMITTAL

G.3.1 The Contractor shall submit financial statements with an outline of fees charged for the performance of the services on a quarterly basis or as otherwise specified in this Section G.

G.3.1.1 The Statements shall not contain charges for items not listed in the Schedule of Fees. Work performed outside this contract, for which there was no prior modification to include under Section C, Description/Specification/Work Statement, shall not be included.

G.3.1.2 The Statements shall be prepared and submitted to the COTR.

G.4 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.4.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final requests for payment shall be accompanied by the report or a waiver of compliance pursuant to Section I.31.

G.4.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement requirements.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 STAFFING

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

- H.3.1 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.3.2 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.3.3 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.3.4 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.3.5 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.3.6 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.3.7 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.3.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this RFP without the express written consent of the District.
- H.3.9 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.3.10 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.4 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 Proposal 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.5 CONTINUITY OF SERVICES

The Contractor recognizes that the services provided under this solicitation 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.6 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS

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.

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.

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.7 PERFORMANCE BOND

The Contractor shall, provide a performance bond in the amount equal to one-hundred percent (100%) of the contract price.

The bond shall be maintained in full force and effect for the initial term and any and all renewal terms of the Contract. Should the contract price increase, the performance bond shall increase to ensure that it is equal to one-hundred percent (100%) of the contract price including said increase. The bond may be renewable on an annual basis provided that the Contractor provides the District with a renewed bond that is immediately effective upon expiration of the prior bond. Such renewed bond shall be provided to the District prior to the expiration of the previous bond. The bond shall be forfeited to the District if the Contractor fails to perform as required by the Contract. Neither non-renewal by the surety, nor failure or inability of the Principal to file a replacement bond in the event the surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this bond or any extension. If the Vendor defaults in the performance of its contractual obligations or if the District incurs damages due to the Vendor's breach of its duties, the surety shall have the option to cure the default or tender funds sufficient to pay the cost of completion, up to an amount not to exceed the penal sum of the bond. With the concurrence of the District, the surety may assume the remainder of the contract to perform or sublet.

THE CONTRACTOR SHALL PROVIDE EVIDENCE OF ALL REQUIRED COVERAGE UNDER THE PERFORMANCE BOND WITHIN FOURTEEN (14) DAYS OF CONTRACT AWARD AT THE FOLLOWING ADDRESS:

Anthony A. Stover, CPPO
 Contracting Officer
 Office of Contracts
 Office of Management and Administration
 Office of the Chief Financial Officer
 1100 4th Street SW Suite E610
 Washington, DC 20024
 Phone: 202-442-7122
 Email: Anthony.stover@dc.gov

With a copy to the COTR at the following address:

Rodney Dickerson
 Program Manager, Asset Management
 Office of Finance and Treasury
 Office of the Chief Financial Officer
 1101 4th Street Eighth Floor, SW
 Washington, D.C. 20024

H.8 Key Personnel

The Contractor shall assign to this contract the following key personnel:

Client Engagement Officer _____
 Managing Director _____
 Senior Actuarial Consultant _____
 Actuarial Consultant _____

The Contractor shall make no substitutions of key personnel unless the substitution is directed by the Contracting Officer (District) necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer immediately after the occurrence of any of these events. Resumes shall be submitted to the Contracting Officer for review by the District. The Contractor shall supply comparable qualified individuals to perform the work. All key personnel shall be approved by the District prior to making any permanent substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The contract will be modified to reflect any District approved changes of key personnel.

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. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts." All required forms are available on the Office of Contracting and Procurement website at www.ocp.dc.gov (See Solicitation Attachments).
- b. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."
- c. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.

I.2 WAIVER

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

I.3 INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense

or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

I.4 TRANSFER

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

I.5 TAXES

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

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

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

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

I.6 OFFICIALS NOT TO BENEFIT

Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District’s needs cannot reasonably otherwise be met. (Board of Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011 (D.C. Code §1-1162.23) and D.C. Mun. Regs. tit. §6B-1805)

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.7 DISPUTES

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

B. Claims by a Contractor against the District

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

- (1) A description of the claim and the amount in dispute;
- (2) Any data or other information in support of the claim;
- (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (4) The Contractor's request for relief or other action by the Contracting Officer.

(b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.

(c) For any claim of \$100,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over \$100,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

- (1) Provide a description of the claim or dispute;
- (2) Refer to the pertinent contract terms;
- (3) State the factual areas of agreement and disagreement;

- (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal.
- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under paragraph (g) (1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an appeal is timely commenced by the Contractor as authorized by CFO Order No. 15-14 Contracting Procedures for Services in Relation to Benefit Plans.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision.
- (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (6) The decision of the Contracting Officer shall be final and not subject to review unless an appeal is timely commenced by the Contractor as authorized by CFO Order No. 15-14 Contracting Procedures for Services in Relation to Benefit Plans.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

I.8 CHANGES

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such changes cause an

increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered, provided, however, that the Contracting Officer, if he determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the failure to agree shall be considered a dispute. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.9 TERMINATION FOR DEFAULT

- A. The District may, subject to the provisions of paragraph C., below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified within the project work plan or any extension thereof; or (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- B. In the event the District terminates this contract in whole or part as provided in paragraph A. above, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated; and the Contractor shall be liable to the District for any excess costs for similar supplies or services. Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.
- C. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called "manufacturing materials") as the Contractor has specifically produced or

specifically produced or specifically acquired for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

- E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provision of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for a termination for convenience be the same as if the notice of termination had been issued pursuant to such clause. Section I.10 “Termination for Convenience.”
- F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.
- G. As used in paragraph C., above, the terms “subcontractor” and “subcontractors” means subcontractor(s) at any tier.

I.10 TERMINATION FOR CONVENIENCE

- A. The District may, at any time, terminate performance of work under this contract in whole or in part if the Contracting Officer determines that a termination is in the District’s interest. The Contracting Officer shall terminate by delivering to the Contractor a “Notice of Termination” specifying the extent of termination and effective date. After receipt of a “Notice of Termination”, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause: (i) Stop work as specified in the notice; (ii) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract; (iii) Terminate all contracts to the extent they relate to the work terminated; (iv) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District shall have the right to settle or pay any termination settlement proposal arising out of those terminations; (v) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause; (vi) As directed by the Contracting Officer, transfer title and deliver to the District: (a) the fabricated and unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (b) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the District; (vii) Complete performance of the work not terminated; (viii) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property

related to this contract that is in the possession of the Contractor and in which the District has or may have acquired an interest; (ix) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in the subparagraph (vi) above; provided, however, that the Contractor is not required to extend credit to any purchase, and may acquire the property under the conditions prescribed by, and at prices approved by the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

- B. After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.
- C. After termination, the Contractor shall submit a final settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but not later than six (6) months from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 6-month period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after six (6) months or any extension.
- D. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- E. Subject to paragraph D., above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph, or paragraph F., below, exclusive of costs shown in subparagraph F (iii) below, may not exceed the total contract price as reduced by: (a) the amount of payments previously made, and (b) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph F., below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- F. If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph E., above: (i) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph A(ix), above,

- not previously paid for, adjusted for any saving of freight and other charges. (ii) The total of—
- (a) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph F(i), above;
 - (b) cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph F(i) above; and
 - (c) A sum, as profit on subparagraph F. (i) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (c) and shall reduce the settlement to reflect the indicated rate of loss. (iii) The reasonable cost of settlement of the work terminated, including (a) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (b) The termination and settlement of subcontracts (excluding the amounts of such settlement); and (c) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- G. Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph E., above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.
- H. The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph C., E. or I., of this clause except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph C. or I., and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph C., E. or I., the District shall pay the Contractor:
- (a) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (b) the amount finally determined on an appeal. In arriving at the amount due the Contractor under this clause, there shall be deducted: (i) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract; (ii) Any claim which the District has against the Contractor under this contract; and (iii) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.
- I. If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

- J. The District may, under the terms and conditions it prescribes, make any partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand, together with interest computed at the rate of ten percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- K. Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three (3) years after final settlement. This includes all books, and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS

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

I.12 EXAMINATION OF THE BOOKS

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation. The Contractor shall retain all records,

financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

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

I.13 NONDISCRIMINATION CLAUSE

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

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

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

Officer, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 SERVICE CONTRACT ACT OF 1965

Definitions:

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

A. **Applicability.** To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29CFR 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C, 29 CFR 4.

B. **Compensation:** (i) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary’s authorized representative, as specified in any attachments to this contract; (ii) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their

representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation for final determination to the Office of Government Contract Wage Standards, Wage and Hour Division Employment Standards Administration (ESA), and the Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation. (iii) If the term of this contract is more than one (1) year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every two (2) years under wage determinations issued by ESA.

C. **Minimum Wage.** In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligations to pay a higher wage to any employee.

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

- H. **Withholding of Payments and Termination of Contract:** The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.
- I. **Contractor's Report:** (i) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph C. of this clause. (ii) If wages to be paid or fringe benefits to be furnished any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.
- J. **Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (i) In accordance with regulations issued under Section 14, of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA(29 CFR 520, 521, 524 and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act. (ii) The Administrator will issue certificates under the Act for employing apprentices, and student learners, disabled persons, or disabled clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of minimum wages, but without changing requirements concerning fringe benefits for supplementary cash payments in lieu of these benefits; (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528; and (iv) an employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) of the Act or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

I.15 RECOVERY OF DEBTS OWED THE DISTRICT

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

I.16 NON-DISCLOSURE AGREEMENT

- A. The Contractor shall maintain as confidential, and shall not disclose to third parties without the District's prior written consent, any District information including, but not limited to, the District's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.
- B. The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.
- C. No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.
- D. The District shall ensure that its personnel do not disclose to any non-District person or organization information concerning the process the Contractor uses to provide services under the awarded contract.

I.17 GOVERNMENT PROPERTY

- I.17.1 The Contractor shall use District property, either furnished or acquired under this contract, only for performing this contract.
- I.17.2 The Contractor assumes the risk of, and shall be responsible for, any loss of District property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to District property or for District property properly consumed in performing this contract.
- I.17.3 The Contractor shall be responsible for the proper care, maintenance, and use of District property in its possession or control from the time of receipt until properly relieved of responsibility, in accordance with sound industrial practice and the terms of the contract.
- I.17.4 The Contractor shall be directly responsible and accountable for all District property in accordance with the provisions of the contract, including all District property in the possession or control of a subcontractor.

I.18 RESERVED**I.19 RESERVED****I.20 PATENT**

The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected

materials or supplies after notification of rejection. Upon failure to do so within ten days after notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

I.21 APPROPRIATION OF FUNDS

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

In the event this contract is cancelled because of non-availability of funds or non-appropriation of funds for any subsequent fiscal year, there shall be a cancellation ceiling of zero dollars representing reasonable pre-production and non-recurring cost, which would be applicable to the items of the life of the contract. If the contract is canceled due to unavailability of funds, the Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies delivered or services performed under the contract.

I.24 RESERVED.

I.25 LIVING WAGE ACT OF 2006 REQUIREMENTS

Contractor shall comply with the provisions of Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*), as amended, ("Living Wage Act of 2006") which applies to all contracts for services in the amount \$100,000 or more in a 12-month period.

The Living Wage Act of 2006 requires a contractor to:

1. Pay its employees and subcontractors who perform services under the contract no less than the current living wage;
2. Include in any subcontract for \$15,000.00 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate;
3. Provide a copy of the Living Wage Act Fact Sheet to each employee and Subcontractor who performs services under the contract;
4. Post the Living Wage Act Notice in a conspicuous place in its place of business;
5. Include in any subcontract for \$15,000.00 or more a provision requiring the subcontractor to post the Living Wage Act Notice in a conspicuous place in its place of business;
6. Maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date; and
7. Require its subcontractors with subcontracts for \$15,000.00 or more under the contract to maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date.
8. The Current Living Wage Rate is \$13.80.

The Living Wage Act Fact Sheet may be found at <https://sites.google.com/a/dc.gov/ocfo-procurements/> under the title: Living Wage Act Fact Sheet and is provided in accordance with the provisions of the above referenced DC statutes.

I.26 RESERVED

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

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

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

The District of Columbia’s Freedom of Information Act, at D.C. Official Code § 2-532 (a)(3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.1 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained

by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA

Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

I.29 PROPRIETARY REQUIREMENTS

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

I.30 INSURANCE

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

- I.30.1.1 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least five hundred thousand dollars (\$500,000) per occurrence.
- I.30.1.2 Property Damage: The Contractor shall carry property damage insurance of at least one hundred thousand dollars (\$100,000) per occurrence.
- I.30.1.3 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to the contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.30.1.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).
- I.30.1.5 Automobile Liability: The contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence for property damage.
- I.30.1.6 The Contractor shall maintain in full force and effect during the term of the contract professional liability insurance in an aggregate amount not less than five million dollars (\$5,000,000).

- I.30.1.7 If the professional liability insurance policy that the Contractor has is a "Claims Made" policy, the Contractor must also obtain a tail coverage policy for a seven (7) year period.
- I.30.1.8 All insurance provided by the Contractor as required by this section I.30, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the CO with a copy to the COTR within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.
- I.31 FIRST SOURCE EMPLOYMENT AGREEMENT AND 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS**
- I.31.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- I.31.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- I.31.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- I.31.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- I.31.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- I.31.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- I.31.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- I.31.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

I.31.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in clause I.7, Disputes.

I.31.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

I. 32 COVENANT AGAINST CONTINGENT FEES

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

I.33 RESERVED

I.34 AUDITS AND RECORDS

I.34.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

I.34.2 **Examination of Costs.** If the award is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer and the COTR, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants or offices, or parts of them, engaged in performing the contract.

I.34.3 **Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to the contract or task orders issued there under, the Contracting Officer and the COTR, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a. The bid for the contract, subcontract, modification, or task order;
- b. The discussions conducted on the bid(s), including those related to negotiating;
- c. Pricing of the contract, subcontract, modification, or task order; or
- d. Performance of the contract, subcontracts, modification, or task order.

I.34.4 Office of the Inspector General

I.34.4.1 The Office of the Inspector General, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract there under.

I.34.4.2 This paragraph may not be construed to require the Contractor or any subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

I.34.5 **Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer and the COTR shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a. The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b. The data reported.

I.34.6 **Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses I.34.1 through I.34.5, for examination, audit, or reproduction, until three (3) years after final payment under the contract or for any shorter period specified in this Solicitation, or for any longer period required by statute or by other clauses of the contract. In addition:

- a. If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

I.34.7 The Contractor shall insert a clause containing all the terms of this clause, including this section I.34.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a. That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b. For which cost or pricing data are required; or
- c. That requires the subcontractor to furnish reports described in I.34.5 of this clause.

I.35 FORCE MAJEURE

Neither the Contractor nor the District shall be deemed in default or otherwise liable hereunder due to either party's inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance

or law, or any executive, administrative or judicial orders (which judicial orders are not the result of any act or omission to act which would constitute a default hereunder), or any failure or delay of any transportation, power or other essential thing required, or similar causes beyond the parties control.

I.36 GOVERNING LAW

This contract shall be governed by, and construed in accordance with, the Financial Management Control Order No. 15-14, OCFO Contracting Procedures for Services in Relation to Benefit Plans and the laws of the District of Columbia. Notwithstanding the foregoing, the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Code §2-351.01 et seq), the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (D.C. Code §2-219.01 et seq) and D.C. MUN. REGS. tit. 27 shall not apply to this contract. The OCFO Contracting Procedures for Services in Relation to Benefit Plans can be found on the OCFO Office of Contracts website at <https://sites.google.com/a/dc.gov/ocfo-procurements/Procurement-Guidance>.

I.37 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) Contract
- (2) Contract Attachments
- (3) RFP, as amended
- (4) BAFOs (in order of most recent to earliest)
- (5) Proposal

SECTION J
ATTACHMENTS

| Attachment Number | Document |
|--------------------------|--|
| J.1 | U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 9, Dated January 10, 2018 |
| J.2 | Bidder/Offeror Certifications |
| J.3 | Doing Business with Integrity |
| J.4 | Non-Disclosure Agreement |

WD 15-4281 (Rev.-9) was first posted on www.wdol.gov on 01/16/2018

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-4281
Revision No.: 9
Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Prince George's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 18.06 |
| 01012 - Accounting Clerk II | | 20.28 |
| 01013 - Accounting Clerk III | | 22.68 |
| 01020 - Administrative Assistant | | 31.98 |
| 01035 - Court Reporter | | 21.84 |
| 01041 - Customer Service Representative I | | 14.94 |
| 01042 - Customer Service Representative II | | 16.81 |
| 01043 - Customer Service Representative III | | 18.33 |
| 01051 - Data Entry Operator I | | 14.88 |
| 01052 - Data Entry Operator II | | 16.23 |
| 01060 - Dispatcher, Motor Vehicle | | 19.28 |
| 01070 - Document Preparation Clerk | | 16.17 |
| 01090 - Duplicating Machine Operator | | 16.17 |
| 01111 - General Clerk I | | 14.88 |
| 01112 - General Clerk II | | 16.24 |
| 01113 - General Clerk III | | 18.74 |
| 01120 - Housing Referral Assistant | | 25.29 |
| 01141 - Messenger Courier | | 16.18 |
| 01191 - Order Clerk I | | 15.12 |
| 01192 - Order Clerk II | | 16.50 |
| 01261 - Personnel Assistant (Employment) I | | 18.15 |
| 01262 - Personnel Assistant (Employment) II | | 20.32 |
| 01263 - Personnel Assistant (Employment) III | | 22.65 |
| 01270 - Production Control Clerk | | 25.24 |
| 01290 - Rental Clerk | | 16.55 |
| 01300 - Scheduler, Maintenance | | 18.07 |

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| 01311 - Secretary I | 18.07 |
| 01312 - Secretary II | 20.18 |
| 01313 - Secretary III | 25.29 |
| 01320 - Service Order Dispatcher | 17.24 |
| 01410 - Supply Technician | 31.98 |
| 01420 - Survey Worker | 20.03 |
| 01460 - Switchboard Operator/Receptionist | 15.07 |
| 01531 - Travel Clerk I | 14.80 |
| 01532 - Travel Clerk II | 15.91 |
| 01533 - Travel Clerk III | 17.08 |
| 01611 - Word Processor I | 16.56 |
| 01612 - Word Processor II | 18.59 |
| 01613 - Word Processor III | 20.79 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 28.60 |
| 05010 - Automotive Electrician | 23.51 |
| 05040 - Automotive Glass Installer | 22.15 |
| 05070 - Automotive Worker | 22.15 |
| 05110 - Mobile Equipment Servicer | 19.04 |
| 05130 - Motor Equipment Metal Mechanic | 24.78 |
| 05160 - Motor Equipment Metal Worker | 22.15 |
| 05190 - Motor Vehicle Mechanic | 24.78 |
| 05220 - Motor Vehicle Mechanic Helper | 18.49 |
| 05250 - Motor Vehicle Upholstery Worker | 21.63 |
| 05280 - Motor Vehicle Wrecker | 22.15 |
| 05310 - Painter, Automotive | 23.51 |
| 05340 - Radiator Repair Specialist | 22.15 |
| 05370 - Tire Repairer | 14.44 |
| 05400 - Transmission Repair Specialist | 24.78 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 14.14 |
| 07041 - Cook I | 15.15 |
| 07042 - Cook II | 17.61 |
| 07070 - Dishwasher | 10.72 |
| 07130 - Food Service Worker | 11.01 |
| 07210 - Meat Cutter | 20.10 |
| 07260 - Waiter/Waitress | 10.67 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 19.86 |
| 09040 - Furniture Handler | 14.06 |
| 09080 - Furniture Refinisher | 20.23 |
| 09090 - Furniture Refinisher Helper | 15.52 |
| 09110 - Furniture Repairer, Minor | 17.94 |
| 09130 - Upholsterer | 19.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.54 |
| 11060 - Elevator Operator | 12.66 |
| 11090 - Gardener | 18.52 |
| 11122 - Housekeeping Aide | 12.66 |
| 11150 - Janitor | 12.66 |
| 11210 - Laborer, Grounds Maintenance | 13.82 |
| 11240 - Maid or Houseman | 12.22 |
| 11260 - Pruner | 12.25 |
| 11270 - Tractor Operator | 16.94 |
| 11330 - Trail Maintenance Worker | 13.82 |
| 11360 - Window Cleaner | 14.28 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 22.31 |
| 12011 - Breath Alcohol Technician | 21.35 |
| 12012 - Certified Occupational Therapist Assistant | 27.96 |
| 12015 - Certified Physical Therapist Assistant | 25.93 |

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| 12020 - Dental Assistant | 19.78 |
| 12025 - Dental Hygienist | 45.00 |
| 12030 - EKG Technician | 33.48 |
| 12035 - Electroneurodiagnostic Technologist | 33.48 |
| 12040 - Emergency Medical Technician | 22.31 |
| 12071 - Licensed Practical Nurse I | 19.07 |
| 12072 - Licensed Practical Nurse II | 21.35 |
| 12073 - Licensed Practical Nurse III | 24.13 |
| 12100 - Medical Assistant | 17.17 |
| 12130 - Medical Laboratory Technician | 18.98 |
| 12160 - Medical Record Clerk | 18.80 |
| 12190 - Medical Record Technician | 21.04 |
| 12195 - Medical Transcriptionist | 20.50 |
| 12210 - Nuclear Medicine Technologist | 39.16 |
| 12221 - Nursing Assistant I | 11.74 |
| 12222 - Nursing Assistant II | 13.19 |
| 12223 - Nursing Assistant III | 14.40 |
| 12224 - Nursing Assistant IV | 16.16 |
| 12235 - Optical Dispenser | 20.67 |
| 12236 - Optical Technician | 17.38 |
| 12250 - Pharmacy Technician | 18.12 |
| 12280 - Phlebotomist | 17.93 |
| 12305 - Radiologic Technologist | 33.85 |
| 12311 - Registered Nurse I | 27.64 |
| 12312 - Registered Nurse II | 33.44 |
| 12313 - Registered Nurse II, Specialist | 33.44 |
| 12314 - Registered Nurse III | 40.13 |
| 12315 - Registered Nurse III, Anesthetist | 40.13 |
| 12316 - Registered Nurse IV | 48.10 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 25.90 |
| 12320 - Substance Abuse Treatment Counselor | 27.04 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 21.37 |
| 13012 - Exhibits Specialist II | 26.46 |
| 13013 - Exhibits Specialist III | 32.37 |
| 13041 - Illustrator I | 20.48 |
| 13042 - Illustrator II | 25.38 |
| 13043 - Illustrator III | 31.03 |
| 13047 - Librarian | 37.95 |
| 13050 - Library Aide/Clerk | 16.35 |
| 13054 - Library Information Technology Systems Administrator | 34.26 |
| 13058 - Library Technician | 20.89 |
| 13061 - Media Specialist I | 22.66 |
| 13062 - Media Specialist II | 25.36 |
| 13063 - Media Specialist III | 28.27 |
| 13071 - Photographer I | 16.65 |
| 13072 - Photographer II | 18.90 |
| 13073 - Photographer III | 23.67 |
| 13074 - Photographer IV | 28.65 |
| 13075 - Photographer V | 33.76 |
| 13090 - Technical Order Library Clerk | 20.54 |
| 13110 - Video Teleconference Technician | 23.38 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 18.92 |
| 14042 - Computer Operator II | 21.18 |
| 14043 - Computer Operator III | 23.60 |
| 14044 - Computer Operator IV | 26.22 |
| 14045 - Computer Operator V | 29.05 |
| 14071 - Computer Programmer I | (see 1) 26.36 |
| 14072 - Computer Programmer II | (see 1) |

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| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 18.92 |
| 14160 - Personal Computer Support Technician | | 26.22 |
| 14170 - System Support Specialist | | 37.87 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 36.47 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 44.06 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 52.81 |
| 15050 - Computer Based Training Specialist / Instructor | | 36.47 |
| 15060 - Educational Technologist | | 36.80 |
| 15070 - Flight Instructor (Pilot) | | 52.81 |
| 15080 - Graphic Artist | | 30.47 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | | 48.72 |
| 15086 - Maintenance Test Pilot, Rotary Wing | | 48.72 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 48.72 |
| 15090 - Technical Instructor | | 28.79 |
| 15095 - Technical Instructor/Course Developer | | 35.22 |
| 15110 - Test Proctor | | 23.24 |
| 15120 - Tutor | | 23.24 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 11.41 |
| 16030 - Counter Attendant | | 11.41 |
| 16040 - Dry Cleaner | | 14.66 |
| 16070 - Finisher, Flatwork, Machine | | 11.41 |
| 16090 - Presser, Hand | | 11.41 |
| 16110 - Presser, Machine, Drycleaning | | 11.41 |
| 16130 - Presser, Machine, Shirts | | 11.41 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 11.41 |
| 16190 - Sewing Machine Operator | | 15.71 |
| 16220 - Tailor | | 16.64 |
| 16250 - Washer, Machine | | 12.51 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 24.71 |
| 19040 - Tool And Die Maker | | 28.29 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 18.11 |
| 21030 - Material Coordinator | | 25.24 |
| 21040 - Material Expediter | | 25.24 |
| 21050 - Material Handling Laborer | | 13.83 |
| 21071 - Order Filler | | 15.09 |
| 21080 - Production Line Worker (Food Processing) | | 18.11 |
| 21110 - Shipping Packer | | 17.65 |
| 21130 - Shipping/Receiving Clerk | | 17.65 |
| 21140 - Store Worker I | | 12.49 |
| 21150 - Stock Clerk | | 17.98 |
| 21210 - Tools And Parts Attendant | | 18.11 |
| 21410 - Warehouse Specialist | | 18.11 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 32.92 |
| 23019 - Aircraft Logs and Records Technician | | 23.91 |
| 23021 - Aircraft Mechanic I | | 31.25 |
| 23022 - Aircraft Mechanic II | | 32.92 |
| 23023 - Aircraft Mechanic III | | 34.52 |
| 23040 - Aircraft Mechanic Helper | | 21.22 |
| 23050 - Aircraft, Painter | | 29.92 |
| 23060 - Aircraft Servicer | | 23.91 |
| 23070 - Aircraft Survival Flight Equipment Technician | | 29.92 |

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| 23080 - Aircraft Worker | 25.42 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 25.42 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 31.25 |
| 23110 - Appliance Mechanic | 21.75 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 31.48 |
| 23130 - Carpenter, Maintenance | 22.45 |
| 23140 - Carpet Layer | 20.49 |
| 23160 - Electrician, Maintenance | 27.98 |
| 23181 - Electronics Technician Maintenance I | 30.17 |
| 23182 - Electronics Technician Maintenance II | 32.03 |
| 23183 - Electronics Technician Maintenance III | 33.75 |
| 23260 - Fabric Worker | 22.55 |
| 23290 - Fire Alarm System Mechanic | 22.91 |
| 23310 - Fire Extinguisher Repairer | 20.77 |
| 23311 - Fuel Distribution System Mechanic | 27.60 |
| 23312 - Fuel Distribution System Operator | 23.45 |
| 23370 - General Maintenance Worker | 21.43 |
| 23380 - Ground Support Equipment Mechanic | 31.25 |
| 23381 - Ground Support Equipment Servicer | 23.91 |
| 23382 - Ground Support Equipment Worker | 25.42 |
| 23391 - Gunsmith I | 20.77 |
| 23392 - Gunsmith II | 24.15 |
| 23393 - Gunsmith III | 27.00 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 28.33 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 29.84 |
| 23430 - Heavy Equipment Mechanic | 26.13 |
| 23440 - Heavy Equipment Operator | 22.91 |
| 23460 - Instrument Mechanic | 27.34 |
| 23465 - Laboratory/Shelter Mechanic | 25.64 |
| 23470 - Laborer | 14.98 |
| 23510 - Locksmith | 23.54 |
| 23530 - Machinery Maintenance Mechanic | 27.44 |
| 23550 - Machinist, Maintenance | 26.10 |
| 23580 - Maintenance Trades Helper | 18.27 |
| 23591 - Metrology Technician I | 27.34 |
| 23592 - Metrology Technician II | 28.79 |
| 23593 - Metrology Technician III | 30.19 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter, Maintenance | 21.75 |
| 23790 - Pipefitter, Maintenance | 26.55 |
| 23810 - Plumber, Maintenance | 25.21 |
| 23820 - Pneudraulic Systems Mechanic | 27.00 |
| 23850 - Rigger | 27.72 |
| 23870 - Scale Mechanic | 24.15 |
| 23890 - Sheet-Metal Worker, Maintenance | 24.81 |
| 23910 - Small Engine Mechanic | 20.49 |
| 23931 - Telecommunications Mechanic I | 29.95 |
| 23932 - Telecommunications Mechanic II | 31.55 |
| 23950 - Telephone Lineman | 32.28 |
| 23960 - Welder, Combination, Maintenance | 24.34 |
| 23965 - Well Driller | 22.91 |
| 23970 - Woodcraft Worker | 27.00 |
| 23980 - Woodworker | 20.77 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 19.40 |

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| 24570 - Child Care Attendant | 12.79 |
| 24580 - Child Care Center Clerk | 17.77 |
| 24610 - Chore Aide | 11.57 |
| 24620 - Family Readiness And Support Services Coordinator | 19.40 |
| 24630 - Homemaker | 19.40 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 33.03 |
| 25040 - Sewage Plant Operator | 24.67 |
| 25070 - Stationary Engineer | 33.03 |
| 25190 - Ventilation Equipment Tender | 23.58 |
| 25210 - Water Treatment Plant Operator | 24.67 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 23.09 |
| 27007 - Baggage Inspector | 15.38 |
| 27008 - Corrections Officer | 25.08 |
| 27010 - Court Security Officer | 26.37 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 25.08 |
| 27070 - Firefighter | 28.10 |
| 27101 - Guard I | 15.38 |
| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 29.70 |
| 27132 - Police Officer II | 33.00 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.59 |
| 28042 - Carnival Equipment Repairer | 14.63 |
| 28043 - Carnival Worker | 9.24 |
| 28210 - Gate Attendant/Gate Tender | 15.74 |
| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 17.62 |
| 28510 - Recreation Aide/Health Facility Attendant | 12.85 |
| 28515 - Recreation Specialist | 21.82 |
| 28630 - Sports Official | 14.03 |
| 28690 - Swimming Pool Operator | 18.21 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 27.98 |
| 29020 - Hatch Tender | 27.98 |
| 29030 - Line Handler | 27.98 |
| 29041 - Stevedore I | 25.78 |
| 29042 - Stevedore II | 29.33 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 41.44 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 28.58 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 31.47 |
| 30021 - Archeological Technician I | 20.19 |
| 30022 - Archeological Technician II | 22.60 |
| 30023 - Archeological Technician III | 27.98 |
| 30030 - Cartographic Technician | 27.98 |
| 30040 - Civil Engineering Technician | 26.41 |
| 30051 - Cryogenic Technician I | 24.89 |
| 30052 - Cryogenic Technician II | 27.49 |
| 30061 - Drafter/CAD Operator I | 20.19 |
| 30062 - Drafter/CAD Operator II | 22.60 |
| 30063 - Drafter/CAD Operator III | 25.19 |
| 30064 - Drafter/CAD Operator IV | 31.00 |
| 30081 - Engineering Technician I | 22.92 |
| 30082 - Engineering Technician II | 25.72 |
| 30083 - Engineering Technician III | 28.79 |
| 30084 - Engineering Technician IV | 35.64 |
| 30085 - Engineering Technician V | 43.61 |

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| 30086 - Engineering Technician VI | 52.76 |
| 30090 - Environmental Technician | 27.41 |
| 30095 - Evidence Control Specialist | 22.47 |
| 30210 - Laboratory Technician | 24.41 |
| 30221 - Latent Fingerprint Technician I | 33.09 |
| 30222 - Latent Fingerprint Technician II | 36.55 |
| 30240 - Mathematical Technician | 28.94 |
| 30361 - Paralegal/Legal Assistant I | 21.36 |
| 30362 - Paralegal/Legal Assistant II | 26.47 |
| 30363 - Paralegal/Legal Assistant III | 32.36 |
| 30364 - Paralegal/Legal Assistant IV | 39.16 |
| 30375 - Petroleum Supply Specialist | 27.49 |
| 30390 - Photo-Optics Technician | 27.98 |
| 30395 - Radiation Control Technician | 27.49 |
| 30461 - Technical Writer I | 25.75 |
| 30462 - Technical Writer II | 31.51 |
| 30463 - Technical Writer III | 38.12 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 26.34 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 31.87 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 38.20 |
| 30494 - Unexploded (UXO) Safety Escort | 26.34 |
| 30495 - Unexploded (UXO) Sweep Personnel | 26.34 |
| 30501 - Weather Forecaster I | 26.93 |
| 30502 - Weather Forecaster II | 32.75 |
| 30620 - Weather Observer, Combined Upper Air Or | (see 2) 25.19 |
| Surface Programs | |
| 30621 - Weather Observer, Senior | (see 2) 27.98 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 31.87 |
| 31020 - Bus Aide | 14.32 |
| 31030 - Bus Driver | 20.85 |
| 31043 - Driver Courier | 15.38 |
| 31260 - Parking and Lot Attendant | 11.06 |
| 31290 - Shuttle Bus Driver | 16.83 |
| 31310 - Taxi Driver | 13.98 |
| 31361 - Truckdriver, Light | 16.83 |
| 31362 - Truckdriver, Medium | 18.28 |
| 31363 - Truckdriver, Heavy | 20.54 |
| 31364 - Truckdriver, Tractor-Trailer | 20.54 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 15.54 |
| 99030 - Cashier | 10.51 |
| 99050 - Desk Clerk | 12.92 |
| 99095 - Embalmer | 27.90 |
| 99130 - Flight Follower | 26.34 |
| 99251 - Laboratory Animal Caretaker I | 13.24 |
| 99252 - Laboratory Animal Caretaker II | 14.47 |
| 99260 - Marketing Analyst | 33.51 |
| 99310 - Mortician | 34.10 |
| 99410 - Pest Controller | 18.70 |
| 99510 - Photofinishing Worker | 13.20 |
| 99710 - Recycling Laborer | 19.20 |
| 99711 - Recycling Specialist | 23.54 |
| 99730 - Refuse Collector | 17.01 |
| 99810 - Sales Clerk | 12.09 |
| 99820 - School Crossing Guard | 16.25 |
| 99830 - Survey Party Chief | 25.06 |
| 99831 - Surveying Aide | 15.57 |
| 99832 - Surveying Technician | 23.81 |
| 99840 - Vending Machine Attendant | 15.48 |
| 99841 - Vending Machine Repairer | 19.67 |

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

following standards as compliance:

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

BIDDER/OFFEROR CERTIFICATION FORM

| COMPLETION | | | |
|---|-------|--|---|
| The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations. | | | |
| RESPONSES | | | |
| Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page. | | | |
| GENERAL INSTRUCTIONS | | | |
| This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature. | | | |
| SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION | | | |
| <i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i> | | | |
| PART 1: BIDDER/OFFEROR INFORMATION | | | |
| Legal Business Entity Name: Cheiron, Inc. | | Solicitation #: CFOPD-18-R-037 | |
| Address of the Principal Place of Business (street, city, state, zip code) 1750 Tysons Blvd., Ste. 1100, McLean, VA 22102 | | Telephone # and ext.: 703-893-1456 | Fax #: 703-893-2006 |
| Email Address: info@cheiron.us | | Website: www.cheiron.us | |
| Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive). | | | |
| Type: | Name: | EIN: | Status: |
| | | | |
| | | | |
| 1.1 Business Type (Please check the appropriate box and provide additional information if necessary.): | | | |
| <input checked="" type="checkbox"/> Corporation (including PC) | | Date of Incorporation: 09/18/2002 | |
| <input type="checkbox"/> Joint Venture | | Date of Organization: | |
| <input type="checkbox"/> Limited Liability Company (LLC or PLLC) | | Date of Organization: | |
| <input type="checkbox"/> Nonprofit Organization | | Date of Organization: | |
| <input type="checkbox"/> Partnership (including LLP, LP or General) | | Date of Registration or Establishment: | |
| <input type="checkbox"/> Sole Proprietor | | How many years in business?: | |
| <input type="checkbox"/> Other | | Date established?: | |
| If "Other," please explain: | | | |
| 1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia? | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available. | | | |
| State <u>Delaware</u> | | Country <u>United States</u> | |
| 1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either: | | | |
| (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or | | | |
| (b) Explain its exemption from the requirement. Please see certificate of authority to do business in the District of Columbia attached to this form. | | | |
| PART 2: INDIVIDUAL RESPONSIBILITY | | | |
| <i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i> | | | |

| | |
|--|---|
| Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity? | |
| 2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2.3 Been proposed for suspension or debarment? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Please provide an explanation for each "Yes" in Part 2. | |
| PART 3: BUSINESS RESPONSIBILITY | |
| Within the past five (5) years, has the bidder/offeror: | |
| 3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3.2 Been proposed for suspension or debarment? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3.5 Been disqualified or proposed for disqualification on any government permit or license? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Please provide an explanation for each "Yes" in Part 3. | |
| PART 4: CERTIFICATES AND LICENSES | |
| Within the past five (5) years, has the bidder/offeror: | |
| 4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Please provide an explanation for "Yes" in Subpart 4.1. | |
| 4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit. | |
| PART 5: LEGAL PROCEEDINGS | |
| Within the past five (5) years, has the bidder/offeror: | |
| 5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s). | |
| 5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Please provide an explanation for each "Yes" in Part 5. | |

PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION

| | |
|--|---|
| 6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). | |
| 6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s). | |
| 6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed". | |
| 6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability. | |
| 6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). | |
| 6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). | |
| 6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). | |
| 6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| (a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). | |

PART 7: RESPONSE UPDATE REQUIREMENT

7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:

(a) Within sixty (60) days of a material change to a response; and

(b) Prior to the exercise of an option year contract.

PART 8: FREEDOM OF INFORMATION ACT (FOIA)

| | |
|---|---|
| 8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|---|---|

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

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

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

The bidder/offeror certifies that:

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

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

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

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

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

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

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

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

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

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

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

John L. Colberg, Vice President

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

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

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

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

PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS

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

PART 4: FIRST SOURCE OBLIGATIONS

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

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

PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS

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

PART 6: LANGUAGE ACCESS OBLIGATIONS

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

SECTION III. BUY AMERICAN ACT CERTIFICATION

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

PART 1: BUY AMERICAN ACT COMPLIANCE

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

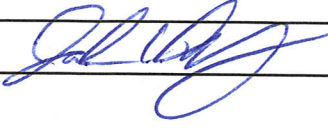
_____ EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

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

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

| | | |
|---|---------------------------------------|------------------------|
| Name [Print and sign]: John L. Colberg  | Telephone #: 877-243-4766 x1101 | Fax #: 703-893-2006 |
| Title: Vice President | Email Address: jcolberg@cheiron.us | |

Date: 8/08/2018

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



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

DOING BUSINESS WITH INTEGRITY

Introduction

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

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

Environment of Trust

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

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

OCFO Code of Conduct for Employees

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

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

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

Confidentiality of Financial and Other Information

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

Bribery and Conflict of Interest

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

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

Gratuities

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

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

Other Gift Rules

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

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

Compliance with Contracting Rules and Regulations

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

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

Reporting Misconduct, Fraud, Waste and Abuse

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

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

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

OCFO Office of Integrity and Oversight

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

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

OCFO Confidential Hotline

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

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

District of Columbia Office of the Inspector General

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

ATTACHMENT J.4
Confidentiality and Non-Disclosure Affidavit

This Confidentiality and Non-Disclosure Affidavit ("Affidavit") is entered into by Cheiron, Inc. ("Contractor").

1. The Contractor and the Office of Chief Financial Officer of the District of Columbia ("OCFO") have entered into contract _____, as amended (the "Contract").
2. In performing these activities, Contractor understands that all information provided to it by the OCFO, including, but not limited to, the Office of Tax and Revenue ("OTR") or any other agency within the OCFO is confidential (1) which are District tax returns or return information (2) which is identified as confidential at the time of disclosure or (3) which is such that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential, with the exception of information that is shown to have been:
 - (a) Rightfully in the possession of Contractor prior to the date of disclosure of such information to Contractor, as evidenced by written documents; or
 - (b) In the public domain prior to the date of disclosure to Contractor; or
 - (c) Supplied to Contractor by a third party who is under no obligation to the OCFO to maintain such information in confidence; or
 - (d) Developed by or for Contractor independently of the disclosure made under this Affidavit.
3. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
4. In order to safeguard District and Federal confidential information from unauthorized disclosure by Contractor in performance of its tasks under the Contract, Contractor agrees to comply with and assume responsibility for compliance by its employees of the following requirements:
 - (a) All work will be done under the supervision of Contractor or Contractor employees.
 - (b) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
 - (c) Any such confidential information made available in any format shall be used only for the purpose of carrying out the provisions of the Contract.

- (d) Such confidential information will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract or as may be required by law, regulation or legal process. Thus, Contractor shall limit disclosure of such information within its own organization to only its partners, directors, officers, principals, or employees having a need to know, or partners, directors, officers, principals, or employees of affiliated entities or subcontractors having a need to know. Any personal or tax information protected by law from disclosure inadvertently given to Contractor by the OCFO, OTR, or any other department within the OCFO is protected tax information and is not to be disclosed under the confidentiality provisions of sections 820.01(d)(1) and (3), 821(d)(2), 1805.04, 2018, 2210, 3719, 4406 of the Title 47 of the D.C. Official Code, sections 508.1 and 608.1 of the District of Columbia Municipal Regulations, and I.R.C. § 6103.
- (e) Disclosure to anyone other than such directors, officers, or employees, of Contractor, or other than an OCFO official involved in review and evaluation of the functions of the OCFO, is prohibited.
- (f) All such confidential information will be accounted for upon receipt and properly stored before, during, and after processing.
- (g) In addition, all related output will be given the same level of protection as required for the source tax information material. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. No work involving returns and return information furnished under the Contract will be subcontracted without prior written approval of the IRS.
- (h) All computer systems processing, storing and transmitting confidential information must meet or exceed reasonable computer access protection controls. To meet these requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability procedures and documentation. Reasonable security features must be activated to protect against unauthorized use of and access to confidential information.
- (i) In addition, all computer systems receiving, processing, storing or transmitting Federal Tax Information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (j) Contractor agrees that, at the time the work is completed, at the request of the OCFO, any such confidential information processed during the performance of the Contract will be completely purged from all data storage components of Contractor's computer facilities, and no output will be retained by Contractor; provided, however, Contractor may retain a copy of such information to the extent required by professional standards, Contractor's policies or in connection with computer system backups. If immediate purging of all information

storage components is not possible, Contractor certifies that any such information, including any Federal Tax Information, remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

- (k) Contractor will be responsible for the destruction of spoilage or any known intermediate hard copy printouts related to the confidential information, and will provide the OTR or representative designated by the OCFO with a statement containing the date of destruction, description of material destroyed, and the method used. Contractor may retain a copy of such information to the extent required by professional standards or Contractor's policies. However, any Federal Tax Information processed, as described above in this paragraph, will be given to the OCFO or his or her designee. If this is not possible, Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the above-referenced statement to the OCFO or his or her designee.
- (l) Contractor will maintain a list of employees authorized access to such information. Contractor will provide this list to, OTR, or the designated OCFO agency and provide updates of any changes to that list promptly after they occur. Such list will be provided upon request to the IRS reviewing office. No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS. Contractor shall include with each list and update an Affidavit Acknowledgment Form (enclosed) signed by each employee authorized to access to such information.
- (m) This Affidavit shall not be construed as creating, conveying, transferring, granting or conferring upon Contractor or any other person any rights, license or authority in or to the information exchanged, except the limited right to use such information for the purposes specified in the Contract.
- (n) No license or conveyance of any intellectual or property rights is granted or implied by this Affidavit or the Contract.
- (o) Neither the OCFO nor its representative agencies has an obligation under this Affidavit to purchase any service, goods, or intangibles from Contractor or any other person.
- (p) Furthermore, Contractor hereby acknowledges and agrees that the exchange of information under the Contract shall not commit or bind the District or its representative agencies and/or employees to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
- (q) No specification in this Affidavit of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach, or threatened breach of this Affidavit.
- (r) This Affidavit is made under and shall be construed according to the laws of the District. In the event that this Affidavit, is breached, any and all disputes must be settled in a court of

competent jurisdiction in the District of Columbia. The parties agree to waive any right to a trial by jury.

- (s) If any of the provisions of this Affidavit are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Contract as a whole.
- (t) The OCFO will have the right to void the contract if the Contractor fails to provide the safeguards described above.

5. **INSPECTION.** The IRS and the OCFO, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

6. CRIMINAL/CIVIL SANCTIONS

- (a) Each officer or employee of any person (including Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (b) Each officer or employee of any person (including Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or

disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

- (c) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (d) Contractor will participate in safeguard awareness training, provided by OTR, prior to accessing and/or handling Federal Tax Information. Contractor hereby certifies that each individual understands the OCFO's security policy and procedures for safeguarding IRS information. Contractor will maintain their authorization to access Federal Tax Information through annual recertification. The initial certification and recertification will be documented and placed in the OCFO's files for review. As part of the certification and at least annually afterwards, Contractors will be advised by the OCFO of the provisions of IRCs 7431, 7213, and 7213A. The training provided by the OCFO before the initial certification and annually thereafter will also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, Contractor will sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

WHEREFORE, Contractor acknowledges that they have read and understand this Affidavit and voluntarily accept the duties and obligations set forth herein.

CONTRACTOR:

By: Cheiron, Inc. Date: August 08, 2018

Name: John L. Colberg

Title: Vice President