

SOLICITATION, OFFER, AND AWARD			1. Caption Pre-Paid Debit Card Services		Page of Pages 1 75 and Attachments		
2. Contract Number		3. Solicitation Number CFOPD-24-R-007		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued May 22, 2024	
6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:							
7. Issued By: Office of the Chief Financial Officer Office of Contracts and Procurement 1100 4th Street, SW, Room 620E Washington, DC 20024				8. Address Offer to: Office of Chief Financial Officer Office of Contracts and Procurement 1100 4th Street, SW, Room 620E Washington, DC 20024			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>redacted</u> copy for furnishing the supplies or services in the Schedule will be received by the point of contact on Page 1 of this solicitation <div style="display: flex; justify-content: space-between; align-items: center;"> via the Gateway portal, pursuant to Section L.12, until 2:00PM local time August 12, 2024 </div> <div style="display: flex; justify-content: space-between; align-items: center; font-size: small;"> (Hour) (Date) </div>							
10. For Information Contact		A. Name Carla Roane		B. Telephone (Area Code) 202 (Number) 442-6452 (Ext)		C. E-mail Address carla.roane@dc.gov	
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment <input checked="" type="checkbox"/>		10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		17. Signature		18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)			24. Award Date		
Government of the District of Columbia		Office of the Chief Financial Officer					

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

B.1 GENERAL INFORMATION

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of the Office of Finance & Treasury (OFT) (the “District”) is seeking a contractor to provide Prepaid Debit Card Services that allow for easily accessible card alternatives to paper checks.

B.2 CONTRACT TYPE

The District contemplates the award of a fixed price contract.

B.3 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.

B.3.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- (1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
- (2) By negotiating a new percentage indirect cost rate with the awarding agency;
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past two years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.3.2; or
- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant using the nonprofit organization’s audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance and certified in writing by the certified public accountant.

B.3.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

B.3.3 The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

B.4 CARDHOLDER FEES PRICE SCHEDULE

B.4.1 There shall be no fees or cost to the District.

B.4.2 The Contractor shall provide cardholders “No Fee” transactions in accordance with Section C.4.7.1. The District acknowledges that an ATM owner that is not the Contractor may levy a fee not stated in the Contract to the cardholder.

B.4.3 The stated Cardholder Fees shall be fixed, inclusive of all of the Contractor's direct cost, indirect cost, and profit, including travel, material, and delivery costs. The Cardholder Fees shall include all cost associated with the services described in and required by the Contract. The stated Cardholder Fees shall be fixed for the Contract base period and option periods, if exercised.

B.4.2 Cardholder Fees Price Schedule

SEE ATTACHMENT J.6, CARDHOLDER FEES

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1 The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of the Office of Finance and Treasury (the “District”) is seeking Prepaid Debit Card Services that allow for easily accessible card alternatives to paper checks.

C.1.2 The objective of this Contract is to provide Prepaid Debit Card Services which:

1. Provide reloadable, non-reloadable and instant load card solutions;
2. Ensure accuracy, compliance system and operational security at all times;
3. Provide a lower cost alternative to checks for payees without a banking relationship who are likely to pay fees to cash checks received from the District;
4. Reduce the number of checks issued by the District, thus realizing the related cost-savings;
5. Provide fail-safe, disaster recovery and associated business continuity services; and
6. Provide financial literacy services.

C.2 DEFINITIONS

C.2.1 These terms when used in this Contract have the following meanings:

1. ANSI X4. 13 – American National Standard for Financial Services: Is the system used by most national credit card systems. Phone cards, gas cards, and department store cards have their own numbering systems.
2. ATM – Automated Teller Machine: A computerized machine that performs basic banking functions (as cash withdrawals).
3. EMV – Euro pay MasterCard Visa: A technical standard for smart payment cards and for payment terminals and automated teller machines which can accept them. EMV cards are smart cards (also called chip cards or IC cards) which store their data on integrated circuits rather than magnetic stripes, although many EMV cards also have stripes for backward compatibility. They can be contact cards which must be physically inserted (or "dipped") into a reader or contactless cards which can be read over a short distance using radio-frequency identification technology.
4. PCI – Payment Card Industry Data Security Standard (DSS): Is a widely accepted set of policies and procedures intended to optimize the security of credit, debit and cash card transactions and protect cardholders against misuse of their personal information.
5. PII – Personally Identifiable Information: Is any data that could potentially identify a specific individual. Any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data can be considered PII.

6. **PIN – Personal Identification Number:** A numerical code used in many electronic financial transactions. Personal identification numbers (PINs) are usually used in conjunction with usernames or other passwords. They are also usually required when using bank debit or credit cards, and most banks or financial institutions issue PINs separately from the cards through the mail.
7. **INSTANT ISSUE CARD –** Instant-issue cards are temporary non-personalized debit cards that are issued to card holders who may have lost their primary debit card. The cards are secure debit cards that are received and held by the program administrators. These cards are maintained within a vault belonging to the program administrator and are disbursed upon notification of a previous bank issued embossed card having not been received by mail. The Instant Issue Cards are given out in a sealed envelope to the recipient to be used temporarily until a new embossed card is received.
8. **RELOADABLE CARDS –** A prepaid debit card that has capability of unlimited deposits and loads of funds.
9. **NON-RELOADABLE CARDS –** A prepaid card that cannot have funds deposited to it beyond its initial funds so that when the balance reaches zero, the cardholder can no longer use the card.

C.3 BACKGROUND

C.3.1 Reloadable Cards Programs: The District currently offers to agency program recipients and employees' prepaid cards that are reloadable with funds periodically reloaded to the cards to deliver payment. In 2023, there were 170,272 total active loads on all District administered program cards. The program functions, card volume issued, and load frequencies were as follow:

1. **Unemployment Benefit Cards:** The District Department of Employment Services (DOES) serves claimants and employers of more than 30,000 businesses in and around the District of Columbia. Unemployment Benefit claimants can elect to receive benefits on a prepaid card as an alternative to direct deposit. In 2023, there were 53,674 active cards, loaded monthly with an average payment of \$273.
2. **Participant Payroll Cards:** DOES, Department of Health (DOH), the Executive Office of the Mayor, and Child and Family Services (CFSA) have numerous card programs for participants in grant-based initiatives targeting youth, seniors, the unemployed, and other populations. The Participant Payroll Card programs and statistics from 2023 are provided in Table 1.

Table 1

PROGRAM	PROGRAM FUNCTIONS	LOAD FREQUENCY	ACTIVE CARD LOADS
DOES Summer Youth Employment	Provides District youth ages 14 to 21 with enriching and constructive summer work experiences through subsidized placements in the private and government sectors.	Bi-weekly, June through August	31,449
DOES In-School and Out-of-School Year Around Youth	The Out-of-School Program provides skills workshops, career awareness and work readiness modules, basic education, GED preparation and basic computer training, as well as vocational skills training.	Bi-weekly, year around	14,682
DC Career Connections	A work readiness program designed to provide more than 400 out-of-school and unemployed young adults with opportunities to gain valuable work experience, skills training, and individualized coaching and support to obtain employment.	Monthly, year around	1,128
DOES Pathways for Young Adults	The Pathways for Young Adults Program is designed to assist out-of-school and out-of-work District residents ages 18-24 by combining occupational training, life skills development and work readiness instructions to connect them back to the world of work successfully.	Bi-weekly, year around	163
DOES Solar Works Program	This Program is designed to prepare District residents to enter careers in solar and related industries, increase solar capacity in the city, and reduce energy costs for qualified low-income homeowners. Solar Works DC operates cohorts year-round (fall, spring and summer) and recruits District men and women, ages 18+.	Bi-weekly, year around	2,482

PROGRAM	PROGRAM FUNCTIONS	LOAD FREQUENCY	ACTIVE CARD LOADS
DOES Project Empowerment for Transitional Employees	Project Empowerment is a transitional employment program that provides job readiness training, work experience, and job search assistance to District residents who face multiple barriers to employment.	Bi-weekly, year around	5,085
DOES One City School HS	The School Year Internship Program provides work-readiness skills, project-based learning, life skills, leadership development training, and work opportunities for District youth ages 14 - 21. The goal of the program is to help prepare District youth to successfully transition from high school into postsecondary education, advanced training, unsubsidized employment, or a career in the military.	Bi-weekly, year around	817
DC Paid Family Leave	The mission of the Office of Paid Family Leave (OPFL) is to plan, develop, and administer a paid leave program for the District of Columbia under the provisions of the Universal Paid Leave Amendment Act of 2016.	Bi-weekly, year around	3,973
Totals			59,779

3. **Caregiver Cards:** CFSA is dedicated to the safety, permanence, and well-being of children and families residing in the District. In 2023, CFSA Caregivers Program loaded more than 24,000 cards for foster care, guardianship, grandparents, or adoptive parents who were paid monthly stipends of around \$800+ on prepaid cards.
4. **UMC Payroll Cards:** The Not-for-Profit Hospital Corporation, also known as United Medical Center or UMC, is a District of Columbia government hospital. UMC implemented a “mandatory electronic funds transfer (EFT)” program by extending the prepaid card program to all employees to receive all or part of their pay on a payroll card and thereby reducing checks. Payroll is bi-weekly on Fridays. There were 3,631 active card loads in 2023 loaded bi-weekly for about \$600 each.
5. **OPRS Payroll:** The Office of Pay and Retirement Services (OPRS) provides payroll services to all District employees. District employees receive a comprehensive range of payroll services. OPRS’s operations are separated into four separate and distinct divisions, each with a specific function or set of operational responsibilities. OPRS’s four divisions include: Payroll Operations, Retirement,

Supplemental Payroll, and Special Pay. With more than 40,000 employees, the District utilizes Prepaid Debit cards for payroll and Supplemental payroll payments. In 2023, a total of 26,083 active loads were performed totaling \$28,235,815 issued to employees prepaid debit cards.

C.3.2 Instant Issue Card: With several of the District’s benefits and payroll programs there is an Instant Issue card feature attached to the Prepaid Debit Card platform. The Instant Issue cards are used in the event of an embossed debit card not having been received by the cardholder. At the request of the card recipient, the Contracting Officer’s Technical Representative (COTR), has the ability to transfer funds previously loaded to a “lost” debit card onto an Instant Issue card. The listing below provides the total number of Instant Issue cards ordered by each respective District program.

1. Payroll Programs:

1. Office of Pay and Retirement Services – 563 Instant Issue cards ordered in 2023.
2. Department of Employment Services, Summer Youth Employment – 100 Instant Issue card ordered in 2023.
3. Department of Employment Services, Transitional Employees – 50 Instant Issue card ordered in 2023.

2. Benefit Programs:

1. Department of Employment Services, Paid Family Leave – 100 Instant Issue cards order in 2023.
2. Department of Employment Services, Unemployment Insurance – 100 Instant Issue cards ordered in 2023.

C.3.3 Non-Reloadable Cards: The District has had no programs that historically or currently utilizes a non-reloadable card platform.

C.4 REQUIREMENTS

C.4.0 EXPERIENCE AND EXPERTISE

1. The Contractor shall have relevant experience in providing public sector Prepaid Debit Card Services that are similar in size and scope as required herein.
2. The Contractor shall have the expertise and capacity to provide the required services.
3. If used, the Contractor shall use subcontractors and banks with the expertise and capacity to provide the required services.
4. The Contractor must use key staff with the expertise to provide the required services.

C.4.1 CARD PROGRAMS

1. The Contractor shall provide Prepaid Debit Card Services for reloadable, non-reloadable and instant issue prepaid card solutions that the District can utilized as a payroll card solution, benefits payment solution, and rewards prepaid card. The features of the payroll

card solution shall include usage for “unbanked” recipients and the flexibility to receive salary loads from multiple employers. The features for the rewards prepaid card solution shall include adding money from cash and tax refund sources.

- A. The District is also looking to provide possible solutions for several programs under the Metropolitan Police Department (MPD). The Contractor is to provide solutions that explore platforms that work with MPD’s anonymous TIP# program. This program is meant to compensate individuals who provide MPD with information leading to the seizure of illegal weapons. The intent of this program is to provide payment to an informant through a Prepaid Debit Card, while maintaining anonymity. This platform must also have the ability to provide cash back as an option.
 - B. The Contractor must provide recommendations for a Prepaid Debit Card solution that addresses MPD’s Inmate Release Program. When inmates are released, MPD is required to return money that may have been seized when the individual was taken into custody. The Contractor must provide recommendations for a solution that allows MPD to return funds that were seized by loading said funds to a Stored Value Card with a cash back option.
2. The Contractor must be affiliated, at a minimum, with either VISA or MasterCard and must maintain an affiliation for the term of the Contract. The District will verify with VISA or MasterCard the Contractor’s affiliation.
3. The Contractor’s solutions shall comply with Title 12 Code of Federal Regulations (CFR) 205- Electronic Funds Transfers (Regulation E).
4. The Contractor must ensure that each card account balance is Federal Deposit Insurance Corporation (FDIC) insured.
5. The Contractor’s solution and services for this Contract shall be Electronic Funds Transfer (EFT) capable using NACHA standards.
6. The Contractor must follow the District of Columbia’s escheatment law (D.C. Code 19- 701) for unclaimed funds.
7. The Contractor shall adhere to the District’s Financial Institution Act legislation, D.C. Code 47-351. If the Contractor subcontracts or utilizes a bank, licensed as a financial institution receiver of deposits, its affiliated bank receiving, holding, or handling District funds shall adhere to this same legislative requirement.
8. Within 30 days of Contract award, the Contractor shall provide the Contracting Officer Technical Representative (COTR) all standard cardholder communication materials for review. Following the review, the COTR will provide the Contractor feedback for standard correspondence. Therefore, with the exception of routine customer service calls, all communications from the Contractor to cardholders,

including any modified communications, shall be provided for review by the COTR prior to distribution. This includes, but is not limited to, auto-call campaigns, card materials, promotional information, fee schedules, Terms of Use, changes in terms, and announcements.

9. The Contractor shall provide the District a dedicated Relationship Manager. The Relationship Manager shall have a minimum of two years' experience with the Contractor providing similar services. The Contractor's personnel in the position of Relationship Manager may only be replaced by equivalently qualified Contractor personnel approved by the COTR.
10. The COTR will designate to the Contractor the Agency Program Administrators who will be the point of contact at the agency level for card programs. The Contractor shall interact with the designated Agency Program Administrators for technical issues, cardholder account setup, and agency matters. Matters related to funding should be managed directly through the COTR.
11. The Contractor shall receive the COTR's approval prior to establishing each agency's card program. The Agency Program Administrators and the Contractor must coordinate establishing each cardholder account.
12. The Contractor shall provide OFT user training for manually loading instant issue cards.
13. The Contractor shall have the capability to accept multiple payment files to fund cards and to accept multiple data files from separate District systems. The formats currently being used are ASCII, Comma-Delimited, and Microsoft Excel. However, these formats may be subject to changed or augmented based on new financial systems implementations and advancements.

C.4.2 CARD SPECIFICATIONS

1. All cards shall be branded VISA or MasterCard, shall operate via the VISA or MasterCard network, and must be accepted by any participating merchant that accepts VISA and MasterCard.
2. The Contractor shall ensure all cards operate as a debit card, stored value card, or other electronic-access type card and that all cards shall not offer a line of credit.
3. All cards shall be usable for purchases at all merchant outlets honoring that brand and allow cardholders cash back with purchases unless the specific agency program prohibits cash-back.
4. All cards shall be usable in either PIN-based or signature-based mode.
5. The Contractor shall be able to block merchant category codes specified by the Agency Program Administrators for selected card programs.

6. EMV ENABLED CARDS

- a. The Contractor shall provide EMV enabled cards for the following Reloadable Cards Programs (1) the Unemployment Benefit Cards Program, (2) the Caregiver Cards Program, (3) the UMC Payroll Cards Program, (4) the Office of Pay and Retirement Payroll card, and any other programs requested by the District.
 - b. EMV enabled cards shall have the magnetic stripe, and fully compliant with ANSI X4.13, “American National Standard for Financial Services - Financial Transaction Cards” and ANSI X4.16, “American National Standards for Financial Services - Financial Transaction Cards - Magnetic Stripe Encoding” for use in ATM and POS terminals so that cardholders can have broad access to their funds.
 - c. The Contractor shall provide non-EMV enabled cards for (1) the Non-Reloadable Cards Programs, (2) the Instant Issue Cards Programs, and (3) the Participant Payroll Reloadable Cards Programs, and any other programs requested by the District.
7. The Contractor shall provide the District card style and design options to include allowing the District to select pictures and logo for a standard card design(s) that will be used by the District for most programs.
8. The District will provide details of the agency programs for the Contractor to create appropriate profiles for each Card Program.

C.4.3 IVR AND ONLINE SYSTEMS

1. The Contractor’s services shall include an automated Information Voice Response (IVR) telephony system that interacts with callers, gathers information and routes calls to the appropriate recipient. The IVR system shall accept a combination of voice telephone input and touch-tone keypad selection and provides appropriate voice responses. The IVR system shall, at minimum, be available 8:00 am until 6:00 pm, Monday through Saturday that the District is open for business.
2. The Contractor shall provide an online card management system available to cardholders and the District. The system shall be available 24 hours a day, 365 days with the exception of emergency system issues.
3. The Contractor shall provide at least 24-hour advance notice about scheduled the online and IVR system maintenance and possible downtime. The Contractor’s routine scheduled outage window for both the online system and IVR applications shall have minimum impact to cardholders and the District.
4. The District shall retain the right to require the Contractor to change wording of the IVR prompts and online content that violate District standards and laws.
5. The Contractor shall offer IVR and online services to cardholders that provide balance

and transaction activity information, the ability to request paper statement of account activity, bill pay services, and the ability to transfer funds to another US bank account in the cardholder's name.

C.4.4 CUSTOMER SERVICE

1. In addition to the Contractor's IVR system, the Contractor shall provide cardholders with customer service via a toll-free number for live customer service representatives, regardless of the cardholder's location.
2. The Contractor shall provide live customer service available no less than 7:00 AM - 9:00 PM ET, with English and multilingual representatives.
3. The Contractor shall provide the cardholder with the ability to request paper statement of account activity via customer service.
4. The Contractor shall monitor calls to ensure quality customer service. The Contractor shall transfer customer questions or complaints that more properly come under the jurisdiction of the appropriate District program to the number provided by the COTR in a customer service-oriented fashion.
5. The Contractor shall have the capacity to handle a surge in call volumes due to increased enrollments or during peak season(s) such as when new programs implement debit cards or tax return season.

C.4.5 CARD ACTIVATION

1. The Contractor shall provide a prepaid card to all recipients designated by the District for participation in the prepaid programs unless the Contractor is prohibited by the Bank Secrecy Act (BSA) Statute.
2. The Contractor shall receive batch cardholder data files from agencies via file transfer (see C.4.17 through C.4.20 details).
3. The Contractor shall establish new card accounts, assign account numbers, and return files to the agency with those account numbers for the recipient ACH/Direct Deposit information within two (2) business days of receiving all necessary cardholder account information from the agency.
4. All reloadable and non-reloadable cards shall be shipped at no charge to the cardholder within three (3) business days of acknowledging a complete cardholder file in the batch file from the agency's file transfer.
5. The Contractor shall provide cardholders with instructions on how to activate the cards via a toll-free number for a live customer service representative, IVR, online system, and with written correspondence.

6. The District shall have the right to have the Contractor change the wording of the material that violates District standards or laws.
7. The Contractor shall require secret security authentication before a cardholder can access account information on reloadable and non-reloadable cards.
8. All reloadable and non-reloadable cards issued shall require cardholder activation upon receipt. These cards shall not be mailed "Live/Active" enabling a card to be activated without authentication.
9. The Contractor shall have funds available to cardholders once the card is activated.
10. The Contractor shall provide the ability to correct issues such as if there was an error by either party due to incorrect setup that resulted in the issuance of two reloadable and non-reloadable cards to the same cardholder.
11. The Contractor shall have the ability to issue more than one card per card account, for all card types, with different cardholder names, as in when two married people need card access to funds.
12. The Contractor shall furnish and deliver to the COTR, or authorized designees, upon request, instant issue prepaid cards that are blank card stock that have the capability for the District to immediately load funds and distribute.
13. The instant issue cards must have an expiration of at least six months from delivery by the Contractor. The Contractor is required to monitor the expiration of the instant issue card stock. The Contractor shall provide the District with a weekly report on the instant issue card stock expirations and account activity. The Contractor shall deliver to the COTR, or authorized designees, replacement cards in advance of the expiration of cards that have not yet been activated or loaded by the District and for cards activated or loaded and carry a balance.
14. The Contractor shall provide a secure internet-based system to allow the District to load funds on instant issue cards.

C.4.6 CARD USE

1. The Contractor shall provide the cardholder with instructions on basic use of the card via IVR and online system and with written correspondence such as provided in the card packaging used for card delivery.
2. For the tax refund cards, the mailing envelope shall reflect the Contractor's return address.
3. The Contractor shall offer ATM access and shall identify to cardholders the locations of ATMs where free services are available.

4. The Contractor shall provide cardholders guidance regarding how cardholders may locate an ATM or branch location via a toll-free number for a live customer service representative, IVR, and online.
5. The Contractor shall provide the COTR with a list and map or schematic of all ATMs and branch locations for the issuing financial institution and associated networks within the District of Columbia.
6. The Contractor shall provide cardholders understandable deposit and low balance notifications by email, phone, or text message.
7. The Contractor shall be liable for any transaction that exceeds available funds. The Contractor shall be liable for overdrafts, or liabilities incurred by the Contractor due to the actions of the cardholders and offline merchants.
8. In the event that a cardholder incurs bank-related expenses or fees due to the Contractor's failure to deposit funds to the cardholder's account, the Contractor will resolve the matter with the District agency.
9. The Contractor shall manage reported lost or stolen cards and replace said cards. If the Contractor obtains or determines to have in its system the cardholder's correct mailing address, the Contractor shall issue a replacement card automatically via mail after funds are removed from the lost or stolen card and transferred to the replacement card.
10. The Contractor shall offer financial management services to cardholders that enhance the cardholder's experience, such as bill payment.
11. The Contractor shall offer financial literacy services. The financial literacy services shall include assisting cardholders with preventing overspending and overdraft fees, assisting cardholders in building credit/asset building, savings accounts options, and general financial education tools appropriate for cardholders based on age group; over and under 18 years of age, seniors, and adults. The savings accounts shall be FDIC insured.

C.4.7 CARDHOLDER FEES

1. The Contractor shall provide cardholders the following "No Fee" transactions:
 - a. Issue of initial card
 - b. First-time replacement card issuance
 - c. Purchases at point-of-sale (POS) locations (PIN or Signature) Domestic only
 - d. Internet, IVR and live customer service representative-assisted phone calls
 - e. POS cash back with purchases, Domestic only
 - f. Unlimited ATM withdrawals at in-network ATMs
 - g. One free bank and credit union teller withdrawal at any financial institutions that displays the MasterCard or Visa logo.
 - h. Free Monthly Administrative Maintenance Fee (for the duration of the

Contract)

- i. One free Non-Emergency Card Replacement Per Year
- j. ACH Withdrawal
- k. ATM Declines
- l. Bill Pay
- m. POS Purchase-Decline
- n. Savings Deposit
- o. Savings Enrollment
- p. Transfer to checking account (ACH)

C.4.8 FUNDS CONVEYANCE AND SETTLEMENT

1. The Contractor shall accept ACH formats and wire payments from the District's bank to fund card accounts.

C.4.9 REVERSALS AND RECALLS

1. The District may require the Contractor to initiate reversals and recalls for any credit entries made in error to the account per NACHA regulations.
2. For all reversals and recalls, the Contractor must return all remaining funds to the District's bank within three (3) business days of the reversal or recall prompt by ACH or wire transfer. The COTR or District's Banking Relations Manager may require reversals or recalls by the Contractor.
3. The Contractor shall retrieve funds from cards as necessary to protect the District from losses in the event a card is issued under fraudulent or erroneous circumstances.
4. The Contractor shall place a cancellation status on a cardholder's account and hold against applicable funds that need to be reversed or recalled within 24 hours of receiving notification from the District.

C.4.10 REPORTS

1. The Contractor shall provide the COTR with web-based report generating capabilities in real-time on all data captured related to the Prepaid Debit Card Services including, but not limited to, cards activity, card activation aging, lost and stolen card activity, and data on customer service issues presented to the Contractor by cardholders and resolutions.

C.4.11 CARD PROGRAM IMPLEMENTATION

1. The Contractor shall be responsible for implementation of the Prepaid Debit Card Services program, including development of mailing of materials and informational items to cardholders.

2. The Contractor shall provide the COTR an Implementation Plan within (7) calendar days following the award of the Contract unless the due date is otherwise extended in writing by the COTR.
3. The Implementation Plan must be approved by the COTR prior to its implementation. Any deviation of the approved Implementation Plan must be pre-approved by the COTR.
4. The Implementation Plan shall document all deliverables and the schedule needed to meet with each of the agencies and to begin providing them with reloadable, non-reloadable, and instant issue cards. The Implementation Plan shall include all relevant project management activities, a communication plan, a risk management plan, a quality assurance plan, and a project schedule. The Contractor shall provide marketing support as part of its Implementation Plan.
5. Per the determination of the COTR, such as based on implementation of a new solution, the Contractor shall issue or re-issue all active reloadable cards. The issuing or re-issuing of cards shall be included in the Contractor's Implementation Plan.

C.4.12 PRIVACY, CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

1. The Office of the Chief Financial Officer is the designated owner of all data. The Contractor shall receive written approval from the COTR before making changes to any data provided by District agencies. If any agency makes a request to change or alter an agreed upon data format, the COTR must approve.
2. No data, information or distribution lists related to this Contract and the services shall be sold or otherwise distributed by the Contractor to a third party, including any divisions owned by or affiliated with the Contractor.
3. All cardholder information and cardholder account information created as a result of this Contract shall remain confidential.
4. All information contained in the data is confidential and shall not be used by the Contractor in connection with any other matters, nor shall such information be disclosed to any other person, firm, or organization, in accordance with District and federal laws governing confidentiality of records.
5. The Contractor shall instruct all Contractor personnel or subcontractors having access to information in conjunction with the Contract about the confidentiality requirements of this Contract.
6. The Contractor shall dispose of information disclosed by or obtained from District agencies, and any copies thereof, after the purpose for which the information disclosed is served.

C.4.13 IDENTITY THEFT PREVENTION

1. The Contractor shall prevent unauthorized access to all PII, including but not limited to, an individual's first name or initial and last name in combination with any of the following information:
 - a. Social Security Number;
 - b. Driver's License Number;
 - c. System Access ID's and associated passwords; and
 - d. Account Information such as account number(s), credit, debit, passwords, or security codes.
2. During the term of the Contract, the Contractor shall maintain a written Response Plan outlining its procedures to detect information security breaches and for responding to incidents. The Response Plan shall include processes and steps with corresponding timelines regarding notifying cardholders and the District and remediating the incident. The Response Plan shall include the Contractor's primary point of contact for data breach incidents and his or her roles and responsibilities. A copy of the Response Plan shall be provided to the COTR upon request.
3. The notification by the Contractor to cardholders of unauthorized access to PII shall include clear language and a toll-free phone number to a live customer service representative for a cardholder wanting additional information.
4. The Contractor shall notify the COTR within twenty- four (24) hours of any unauthorized access, theft, or release of data containing PII ("breach"), including any knowledge of breach, breach under investigation or breach not yet confirmed. The notification shall be in a manner that meets the requirements of the District breach-notification law, D.C. Code § 28-3852.
5. The Contractor shall provide the COTR all details about any data breach in a detailed written summary of the incident that includes the agency, customer name, address, account number, amount, systems involved, and how the data breach occurred.
6. The Contractor shall comply with applicable D.C. Code § 28-3852, Notification of Security Breach.
7. Any claim in relation with a data breach due to negligence of the Contractor shall solely be the responsibility of the Contractor and the Contractor shall bear all the liability related to the breach.
8. The Contractor may be terminated for default by the District for any violation of these Identity Theft Prevention and reporting requirements.

C.4.14 SECURITY

1. The Contractor's solution and services shall provide accuracy and security features for cardholders that include card activation, identity management, password and

PIN number management, levels of authentication, account information changes, and online services access.

2. The Contractor's solution and services shall provide a validation process for cardholder authentication. The Contractor's solution shall never require a cardholder to provide their full social security number for general authentication.
3. The Contractor shall maintain for the term of the Contract compliance with Payment Card Industry Data Security Standards (PCI DSS) standards to protect the District data in network transit, storage, and cache. The Contractor shall provide to the District upon request an official attestation that a PCI SSC certified Quality Security Assessor has determined that the named business units, processes, and platforms utilized in this Contract satisfactorily met PCI DSS requirements.
4. The Contractor shall provide the COTR a list of all third-party contractors and subcontractors the Contractor utilized in conjunction with this Contract. The Contractor shall inform the District whenever there are any deletions to that list by notifying in writing the COTR. The Contractor shall notify the District in accordance with Section H.2 of additions to the list.
5. The Contractor shall maintain, and provide to the COTR upon request, a business continuity and disaster recovery plan for providing ongoing Contract services.

C.4.15 FRAUD CONTROLS

1. The Contractor shall enable fraud protection mechanisms to ensure that only the correct cardholder can activate the card.
2. The Contractor shall contact the cardholder when possible or actual fraudulent usage is suspected in order to verify transactions conducted by the authorized cardholder. For non-verifiable transactions, the Contractor shall at minimum credit the cardholder for the transaction and investigate further to determine the Contractor's next appropriate action to protect the cardholder, not limited to replacing the card.
3. The Contractor shall notify the COTR and the corresponding Agency Program Administrator when fraudulent card usage is suspected and when the suspected fraudulent issue is resolved.
4. The Contractor shall provide the COTR monthly reports for statistics on fraud activities (suspected, confirmed, and resolved) associated with the Contractor's card program.
5. The Contractor shall notify cardholders in advance of changes in policies that will affect them or their account.

6. The Contractor shall ensure that cardholders are provided with any and all protections available to them under Consumer Financial Protection Bureau and Federal Reserve electronic funds regulations resulting from fraud, stolen or lost cards. When a cardholder's card has been designated as lost or stolen, the Contractor shall ensure that the funds are not available to the lost or stolen card.

C.4.16 ANNUAL AUDIT

1. The Contractor shall provide annually, within three months after the close of the District's fiscal year end on September 30, an Annual Audit and Statement on Standards for Attestation Engagements No. 16 SSAE16 (SOC 1) Report focused on the review of the card process, to include but not limited to, handling District data files, card issuance, and payment transactions performed on behalf of the District for this Contract. The audit report shall cover the District's fiscal year from October 1 to September 30.

C.4.17 UMC PAYROLL CARD FILES

1. The Contractor shall receive data files directly from UMC in an Excel spreadsheet containing the following fields of information: payment amount; account number; full name; routing number; indicator of debit or credit; and payment date. The Contractor shall provide a secured web portal to upload the Excel spreadsheet, or an alternate secure method of file exchange approved by the District. The Contractor shall receive ACH credits for card funding from the District's banking contractor, directly from the District.
2. For new hires, additions or employee information updates, UMC will upload an Excel spreadsheet. The following fields of information will be contained in this spreadsheet: employee number; first, middle, and last name; address; account number, and routing number. The Contractor shall return an Excel spreadsheet in a secure email containing all of the above fields with the addition of the newly assigned account number for each new hire. If there are file errors or problems, the Contractor shall both call and send a secure email communicating the error or concerns to UMC.
3. The Contractor shall ship the initially issued card to UMC for distribution to employees. Thereafter, the Contractor shall mail replacement cards to the cardholder's address provided by UMC.

C.4.18 DOES CARD FILES

1. The Contractor shall be able to receive data and ACH payment files that are transmitted from the District. This currently includes three separate benefit systems for DOES programs, the District Online Compensation System (DOCS), People First, and the Unemployment Insurance Benefits System (UIBS).
2. DOES uses a third-party contractor's system, OnPoint Technology, for its claimant

- application and approvals as well as payment of unemployment compensation benefits. The Contractor shall be able to receive all required files from OnPoint and ensure cardholders are paid daily. The Contractor shall receive card funding from the District's banking contractor via ACH. The Contractor shall receive, via Secured File Transfer Protocol (SFTP), a Create Account data file requesting a new card setup transmitted directly from OnPoint which will include the following fields of information: full name, email address, address, and phone.
3. The Contractor shall send an acknowledgement email as receipt and successful processing of the "Create Account" and "Change Address" files. The Contractor shall send a file with the account data indicated above along with the newly assigned account number. The same process shall be used for address changes.
 4. DOES will transmit both a data file and a separate payment file for all participant payroll programs listed in Section C.2.1.2 from the District's People First system. The Contractor shall receive the People First data files directly in XML format. The Contractor shall receive weekly funding ACH file from the District's banking contractor for cards, if the program is active as some programs are not active year-round. The data files will be transmitted by DOES when new participants are added to the program and current participants change their address. Annually, at the beginning of the program start, an initial new participant data file will be sent. The Contractor shall receive all file transfers using SFTP.
 5. The data files will contain the following fields: Name, Address, Email address, Phone, SSN, DOB, and Program Name. When the data files are transmitted, the Contractor shall send two acknowledgement emails to DOES. One acknowledgement shall be for receipt of the file and the other acknowledgment for file processing completion. If there are errors or file rejections, a separate email shall be sent to DOES to correct or resend. Upon processing of the data files by the Contractor, a data file shall be returned to DOES with the above fields of information and two additional fields: an account number and card expiration date.
 6. The Contractor shall also send DOES an acknowledgement email once the payments are loaded to the cards. The Contractor shall be prepared with card stock and processing capabilities at required peak times such as with summer youth cards which have seasonal card population.

C.4.19 OFFICE OF TAX AND REVENUE (OTR) CARD FILES

1. The Contractor shall load the card payments to non-reloadable cards to taxpayers to expedite a refund process. The Contractor shall receive a data file containing the following fields of information: name (to be embossed on card), address, SSN, Partner Payment ID (prevents duplicate payment records from processing), and payment amount. The Contractor shall receive data files by SFTP from OTR's tax system. The Contractor shall have the ability to receive files in a flat file format and XML. The Contractor shall send a reply file in a flat file format after the debit card(s) are loaded. This reply file shall contain any "rejections" that the Contractor encountered while

trying to issue a card (e.g., address failed via postal validation). An acknowledgement and exception report shall be emailed from the Contractor to OTR.

2. The Contractor shall mail cards directly to the taxpayer's address with shared secret information for activation. If activation fails, the Contractor shall provide a customer service group that the cardholder can call to speak with an operator to gain assistance. The Contractor shall not have access to the shared secret information.
3. The Contractor shall email an acknowledgement of the data file totals to OTR, and the file funding will be prepared and wired by OTR. The Contractor shall send the acknowledgement to OTR daily within five hours of receiving the daily refund data file. The funding wire will be sent prior to that day's debit card issuance by the Contractor. The file funding acknowledgement shall be accompanied by the Program Report which is a summary of all of OTR's billings with the Contractor (e.g., charges and credits).
4. The Contractor shall allow cardholders to transfer card balances online to a checking or savings accounts. If a cardholder requests a check to replace a card, the Contractor shall accommodate canceling the card and remitting a check to the cardholder. A report of checks issued to cardholders to replace any cards shall be sent monthly to OTR.

C.4.20 CFSA CARD FILES

1. The Contractor shall mail name-embossed cards directly to Caregivers or to CFSA for distribution, as directed by CFSA.
2. The Contractor shall receive text flat files and XML files. The regular data file fields will include: Provider ID, Provider Name (First,Mid,Last), Provider Address (Line1,Line2,City,State,Zip), Provider DOB, Provider FEIN/SSN, Provider Phone, Provider EMAIL; Partner ID; Program ID ; Batch Description (e.g., New Accounts). Data files shall be received by the Contractor by SFTP with key exchange from CFSA's production system (Oracle 11g/FACES). The Contractor shall send an acknowledgement of a file transference error or rejection by email. The Contractor, upon processing the file, shall provide a return file with the account numbers added. The required data file fields for the return file from the Contractor are: all of the above fields of information plus the assigned card/account Number.
3. The Contractor shall ensure that the cards are funded monthly by the District's banking contractor via an ACH credit file transmission. The Contractor shall provide an acknowledgment to CFSA via email that the cards are loaded. Any notification of a file transference error or rejection shall be emailed.

C.4.21 CARD RETURNS

1. The mailing envelope for the cards shall reflect the Contractor's address for returned mail as a result of a bad address. The envelope shall reflect the agency name and shall be yellow or an alternate disguisable color approved by the District. Funds shall be removed from the card and returned to the District's account. The returned cards shall

be destroyed by the Contractor and the incident logged. A report of all returned cards and funds removed shall be provided to the District monthly.

2. If the address on the account is updated by the cardholder through a security check approved by the District, a reloaded replacement card shall be automatically mailed after the returned card funds are removed and card destroyed. Card cancellations and reissuances shall be done directly by the Contractor collaborating directly with the cardholder. The Contractor shall provide a report with updated/changed cardholder demographic data (i.e. name, address, phone, email) monthly.

C.5 SERVICE LEVEL AGREEMENT (SLA)

1. The Contractor shall meet the required service levels as outlined in Section C.5.3, Required Service Level Measures, where the target for the measure is met based on the calculation within a monthly review period or the timeframe set out by the District.
2. The Contractor may only be exempt from the service levels measures in accordance with Section I.34, Force Majeure.
3. The Required Service Level Measures are as follows:

Measure	Minimum Timeframe	Target	Description	Calculation
1. New Account openings	Within two (2) business days in accordance with Section C.4.5.3	100%	Measures the time to establish new card accounts, assign account numbers, and return files to the agency with those account numbers from the time of receiving all necessary cardholder account information from the agency.	Any day the measurement exceeds two (2) business days.
2. Loading of funds	Immediate in accordance with Section C.4.5.9	100%	Measures the funds instantly available to cardholders who have activated cards.	Any instance funds are not immediately available.
3. Information Voice Response (IVR) System	In accordance with Section C.4.3.1	95%	Measures the availability of the IVR System.	Calculation of the total time during the timeframe minus the IVR

Measure	Minimum Timeframe	Target	Description	Calculation
				downtime during the timeframe divided by the total time during the timeframe.
4. Online System	24 hours/365 days a year in accordance with Section C.4.3.2	95%	Measures the availability of the Online System.	Calculation of the total time during the month minus the Online System downtime during the month (including regularly scheduled maintenance, but excluding emergency system issues) divided by the total time during the month.
5. Toll-Free Live Customer Service Center	Daily 7:00 AM to 9:00 PM EST in accordance with Section C.4.4.2	100%	Measures the availability of the Toll-Free Customer Service Center.	Any instance that the Toll-Free Live Customer Service Center is down, including scheduled maintenance, during the minimum timeframe.
6. Recalls and Returns	Three (3) Business Days in accordance with Section C.4.9.2	90%	Measures the days that funds, that are reversed or recalled, are returned to the District's accounts.	Calculation of the total number of reversals and recalls minus the number of reversals and recalls that were returned to the District's account after the minimum timeframe divided by the total number of reversals and recalls.

4. The COTR shall create monthly SLA reports that monitor the performance under the Contract and measures the Contractor against all the six (6) required service levels as identified in the SLA Measures table above. The COTR will provide the Contractor with the monthly SLA report no later than the 15th of each month.

1. These six (6) required service levels produce six (6) metrics each month.
2. Each month, if the Contractor fails to meet the six (6) metrics for the month, the Contractor shall provide each customer a rebate equal to a percentage of the fees charged to them for ATM's usage outside the network as follows:

Number of Metrics that Met Target in the Month	Rebate to Customers for a percentage of out of network ATM fees for the Month
6	0%
5	5%
3	10%
2	15%
1	20%
0	25%

3. The SLA Rebates Report shall be available to the COTR via web-based report generating capabilities in real-time pursuant to Section C.4.10.

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

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

D.2 MARKING

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

SECTION E

INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES

E.1 INSPECTION

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

E.1.2 Inspection of Supplies

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

inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.

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

under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

E.1.3 Inspection of Services

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

E.2 **ACCEPTANCE**

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

E.3 **WARRANTY OF SERVICES**

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

E.3.2 Warranty Provision:

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of discovery. This notice shall state either:
 - (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
 - (2) That the District does not require correction or reperformance.
- (b) If the Contractor is required to correct or reperform, it shall be at no cost to the District, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.
- (c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

SECTION F

PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the District to an extension.

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

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

F.3 DELIVERABLES

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

SECTION G

CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATORS

(a) Contracting Officer

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

Drakus Wiggins
Contracting Officer
Office of the Chief Financial Officer
1100 4th St. SW Suite E620
Washington, DC 20024
Telephone: (202) 442-7121
Fax: 202-442-6454
E-mail address: drakus.wiggins@dc.gov

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

(b) Contracting Officer Technical Representative (COTR)

- i. The COTR for this contract is:

Ingrid L. Richards
Cashier Operations Manager
Office of Finance & Treasury (OFT)
1101 4th St. S.W. Suite W850 Washington, DC 20024
(202) 727-2795
Ingrid L.Richards@dc.gov

- ii. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the

requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

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

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 STAFFING

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

H.2 SUBCONTRACTS

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

H.3 RESERVED

H.4 WARRANTIES

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

- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.
- H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.
- H.4.7 The Contractor warrants and agrees that all services provided by it under the Contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.
- H.4.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this Contract without the express written consent of the District.
- H.4.9 The Contractor warrants and agrees that it shall keep all equipment in good condition and repair, and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under the Contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance. The Contractor agrees to develop a maintenance and replacement schedule subject to approval by the District and agrees to comply with that schedule.
- H.4.10 The Contractor warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods, system proposed in the Contract or any interest therein, or permit any of it to become a fixture or accession to other goods or property without the prior written consent of the District.

H.5 DISCLOSURE OF LITIGATION

The Contractor shall provide complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. The Contractor shall also disclose any material litigation threatened or pending for subcontractors, consultants, and/or lobbyists. For purposes of this section, material refers to any action or pending action that a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a response to a solicitation or execution of a contract shall be disclosed in a written statement within fifteen (15) days of its occurrence. The Contractor shall be required to file with the District comprehensive monthly reports regarding all threatened or pending litigation involving the Contractor's District of Columbia operations and all threatened or pending litigation that may be considered material to the overall operations of the Contractor.

H.6 CONTINUITY OF SERVICES

The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate fully with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract. To that end, the Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS

- H.7.1 The District may initiate investigations into the backgrounds of any of the Contractor's officers, principals, investors, owners, employees, vendors, subcontractors, or subcontractors' officers, principals, owners, employees or vendors, or any other associates of the Contractor(s) it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies.
- H.7.2 The Contractor agrees that, during the term of the Contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees and owners, as well as all information about its subcontractors' officers, directors, employees and owners, as the District may prescribe. The Contractor also agrees that the District may conduct background investigations of such persons.
- H.7.3 The District may also require that contractors (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing, (2) provide documents and other information of official interest, and (3) attend integrity training.
- H.7.4 To advise Contractor individuals of the high expectation of integrity, in addition to Attachment J.2, Doing Business with Integrity, all Contractor personnel, including direct or indirect employees and any employed by a subcontractor, assigned to the Contract shall be subject to annually attend the OCFO/OIO Integrity and Ethics Training at the District's direction. The training may be in-person and last up to four hours or may be web-based and last up to two hours.

H.8 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

H.9 ADVISORY AND ASSISTANCE SERVICES

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

H.10 OCFO/OCIO CYBERSECURITY AWARENESS TRAINING

In the OCFO’s ongoing effort to protect OCFO data, networks and computers against cyber attackers all Contractor personnel, including direct or indirect employees and any employed by a subcontractor, assigned to the Contract shall take and must pass the OCFO/OCIO Cybersecurity Awareness Training at the District’s direction. The training is web-based, designed to heighten cybersecurity awareness so that the OCFO is less likely to become a victim of cybercrimes. The training is typically completed in one to two hours. The training shall be taken and must be passed annually by all Contractor personnel, during the term of the Contract.

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. RESERVED
- B. Buy American Act, Act of March 3, 1983, c.212, Title III, 47 Stat. 1520, as amended.
- C. RESERVED
- D. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts."
- E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.
- F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."
- G. RESERVED
- H. Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act)
- I. Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.
- J. Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152)
- K. RESERVED

I.2 WAIVER

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

I.3 INDEMNIFICATION

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

from, 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.

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

- I.6.1 Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute

contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (Procurement Practices Reform Act of 2010, D.C. Law 18-0371, D.C. Official Code, section 2-359.10, and Chapter 18 of the DC Personnel Regulations)

- I.6.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.7 DISPUTES

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

- (a) **Claims by a Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iv) The Contractor's request for relief or other action by the Contracting Officer.
 - (2) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - (3) The Contracting Officer shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
 - (4) The Contracting Officer's written decision shall do the following:

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

- (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the Contracting Officer's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The Contracting Officer shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (6) This paragraph shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

I.8 CHANGES

- (a) The CO 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 change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she 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 dispute shall be determined as provided in **Section I.7 Disputes**.

- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
 - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

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 subcontractor 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 terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all contracts to the extent they relate to the work terminated.

(4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any

payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

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

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs

attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

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

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

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

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

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

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the District has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

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

I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS

A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) the Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment made under this contract.

(2) There has been any breach or violation of:

(A) Any provision of the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq., or

(B) The contract provision against contingent fees.

- B. If a contract is terminated pursuant to this section, the Contractor: (i) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and (ii) shall refund all profits or fixed fees realized under the contract.
- C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

I.12 EXAMINATION OF THE BOOKS

- I.12.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) 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.
- I.12.2 The Contracting Officer, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract.

I.13 NON-DISCRIMINATION CLAUSE

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- (b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D.C. Register, Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor’s Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

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

- (a) employment, upgrading or transfer;
 - (b) recruitment or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).
 - (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under the terms of any subcontractor agreement each subcontractor to permit access of such subcontractor's books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the Contracting Officer, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 RESERVED

I.15 RESERVED

I.16 NON-DISCLOSURE AGREEMENT

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

- D. The District shall ensure that its personnel do not disclose to any non-District person or organization information concerning the process the Contractor uses to provide services under the awarded contract.

I.17 GOVERNMENT PROPERTY

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

I.18 RIGHTS IN DATA

A. Definitions

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

B. Title to Project Deliverables

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the

District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

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

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

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

F. Indemnification and Limitation of Liability

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

I.19 PATENTS

The Contractor shall hold and save the District, its officers, agents, servants and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or use in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in this contract.

I.20 RESERVED

I.21 RESERVED

I.22 RESERVED

I.23 RESERVED

I.24 RESERVED

I.25 RESERVED

I.26 RESERVED

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

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

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

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

I.29 RESERVED

I.30 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers’ compensation,

professional liability and crime) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. The Contractor and its subcontractors' liability policies (except for workers' compensation, professional liability, and crime) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. i) Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

ii) Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

iii) All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.
4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractor, its employees and/or volunteers which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages. Shared limits with the Professional Liability coverage will be acceptable.
6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
7. Installation Floater Insurance - For projects involving District property being installed, fabricated or erected by a contractor, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.

8. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Shared limits with the Cyber Liability coverage will be acceptable.
 9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- B. PRIMARY AND NONCONTRIBUTORY INSURANCE.
- The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted as directed in the District's notification of award to the Contractor. The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or other evidence of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).
- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.31 RESERVED

I.32 COVENANT AGAINST CONTINGENT FEES

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

I.33 HEALTH AND SAFETY STANDARDS

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended (“OSHA”), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

I.34 FORCE MAJEURE

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

I.35 GOVERNING LAW

This contract shall be governed by, and construed in accordance with, the laws of the District of Columbia, including, but not limited to, the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. and D.C. MUN. REGS. tit. 27.

I.36 ORDER OF PRECEDENCE

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

- (1) Contract
- (2) Contract Attachments
- (3) BAFO (in order of the most recent to earliest)
- (4) Contractor Proposal

SECTION J
ATTACHMENTS

The following Attachments are hereby incorporated:

- J.1 U.S. Department of Labor Wage Determination No. 2015-4281, Revision 28, Dated 12/26/23
- J.2 Doing Business with Integrity
- J.3 Bidder Offeror Certification Form
- J.4 Past Performance Evaluation Form
- J.5 Technical Proposal Response Matrix
- J.6 Cardholder Fees

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 **AUTHORIZED OFFICERS**

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

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

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

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

Signature

Date

Title

K.3 **TERMS AND CONDITIONS CERTIFICATION**

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

Signature

Date

Title

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

L.1 SOLICITATION CONDITIONS

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

L.2 EXPLANATION TO PROSPECTIVE OFFERORS

- L.2.1 If a prospective offeror has any questions, exceptions/alternatives it wishes to present to the District, or assumptions (referred to collectively herein as “inquiries”) relative to this solicitation, the prospective offeror shall email inquiries to the point of contact on Page 1 of this solicitation no late **June 5, 2024 at 2:00 pm**. The District may not consider any inquiries received after the date specified. An amendment to the solicitation will be posted online on the Solicitation Gateway at <https://bit.ly/2GXc2r5> if that information is necessary in responding to the solicitation, or if the lack of its dissemination would be prejudicial to other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding on the District.
- L.2.2 Upon the release of this Solicitation and during the selection process, there shall be no communication concerning this Solicitation between any prospective Offeror and/or its representatives, and employees of the Government of the District of Columbia, consultants or advisors to the Government of the District of Columbia; and elected or appointed officials of the Government of the District of Columbia or their staff, except as provided for in this Solicitation.

Any violation of this provision by any prospective Offeror and/or its representatives may be grounds for immediate disqualification.

L.3 PREPARATION AND SUBMISSION OF PROPOSALS AND ATTACHMENTS

L.3.1 An Offeror shall submit its proposal in four (4) parts: (1) a technical proposal, (2) a price proposal, (3) a redacted copy of the technical and price proposal, and (4) all attachments described in L.3.5. The Offeror shall label each part respectively, i.e., “Technical Proposal,” “Price Proposal,” “Redacted Proposal,” and “Attachments.” See Section L.12 for delivery details.

L.3.2 Technical Proposal

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

A. Section: Technical Approach

(1) Provide a description of the Offeror’s approach and methodology to meet the requirements of Sections C.4.1 through C.4.21 where a description is requested in Attachment J.5, tab A. Section: Technical Approach; (2) provide affirmation that the proposed solution is fully compliant to meet the requirements of Sections C.4.1 through C.4.21 where an affirmation is requested in Attachment J.5, tab A. Section: Technical Approach, and (3) provide the Attachment J.5, tab A. Section: Technical Approach, indicating the page numbers and/or section in the Offeror’s proposal where the District will find the response in the proposal.

B. Section: Staff Technical Expertise

(1) Provide a description of the Offeror's technical expertise to meet the corresponding requirements of Sections C.4.0.2 through C.4.0.4 as requested in Attachment J.5, tab B. Section: Staff Technical Expertise; and (2) provide Attachment J.5, tab B. Section: Staff Technical Expertise indicating the page numbers and/or section in the Offeror's proposal for the responses in the proposal.

C. Section: Experience and Past Performance

(1) Provide a description of the Offeror's public sector experience and past performance to meet the corresponding requirement of Section C.4.0.1 as requested in Attachment J.5, tab C. Section: Experience and Past Performance; and (2) provide the Attachment J.4 Past Performance Plan, tab C. Section: Experience and Past Performance indicating the page number and/or section in the Offeror's proposal for the response in the proposal.

L.3.3 Price Proposal

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

- 1) Cover page narrative that describes the budget methodology and detailed pricing factors
- 2) Completed Attachment J.6, Cardholder Fees

L.3.4 Redacted Proposal Copy

In accordance with the Freedom of Information Act (D.C. Code § 2-531 et seq.) and D.C. Code § 2-354.17, the District's policy is to release proposal documents upon request following award of the contract, subject to any applicable exemptions under §2-534. To ensure protection of confidential or proprietary information in proposals, the Offeror must submit a second copy of its technical proposal and price proposal, redacted in accordance with Tit. 27 DCMR § 3111 and any applicable exemptions from disclosure in D.C. Official Code §2-534. **If no redactions are necessary for release, the Offeror must provide an affirmative statement, as the third (3rd) part of its proposal, acknowledging Section L.3.4 and stating that no redactions are necessary.**

L.3.5 Attachments

The Offeror shall submit Attachments as follows:

- 1) Attachment J.3, Bidder/Offeror Certifications
- 2) The Offeror's Dun & Bradstreet (D&B) D-U-N-S Number, recent financial statement prepared in accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant, or a copy of the Offeror's most recently submitted IRS tax filing.

L.4 SIGNING BIDS, PROPOSALS, AND CERTIFICATIONS

Each bid or proposal must show a full business address and telephone number and email address of the Offeror and be **SIGNED BY A PERSON OR PERSONS LEGALLY AUTHORIZED TO BIND THE ENTITY TO THE TERMS AND CONDITIONS OF THE CONTRACT**. All correspondence concerning the bid or proposal or resulting contract will be mailed to the address shown on the bid or proposal in the absence of written instructions

from the Offeror or contractor to the contrary. Any bid or proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid or proposal submitted by a corporation must be signed with the name of the corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall provide to the District satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a bid or proposal, the Offeror shall submit to the Contracting Officer evidence satisfactory to the Contracting Officer of the agent's authority to bind the Offeror. The Offeror shall complete and sign all Representations, Certifications and Acknowledgements in this solicitation. Failure to do so may result in a bid or proposal being rejected.

L.5 ERRORS IN BIDS OR PROPOSALS

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

L.6 BIDS OR PROPOSALS FOR ALL OR PART

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

L.7 WITHDRAWAL OR MODIFICATION OF BIDS OR PROPOSALS

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

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

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

- (a) It was sent by registered or certified mail not later than five (5) calendar days before the date and time specified for receipt of offers;

- (b) It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the solicitation;
- (c) Section L.12 requires electronic delivery and it was sent electronically as prescribed by Section L.12 by the offeror prior to the time and date specified and there is objective evidence in electronic form confirming that the offer was received prior to the date and time specified for receipt; or
- (d) It was the only proposal received.

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

L.9 CONTRACT AWARD

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

L.10 ACKNOWLEDGEMENT OF AMENDMENTS

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

L.11 ACCEPTANCE PERIOD

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

L.12 GATEWAY UPLOAD OF PROPOSALS

- L.12.1 The Offeror shall submit its proposal in Zip folders or individual files uploaded to the Gateway portal in parts as:
1. the Technical Proposal Zip folder or file with content per Section L.3.2,
 2. the Price Proposal Zip folder or file with content per Section L.3.3,
 3. a Redacted Proposal Copy Zip folder or file pursuant to Section L.3.4, and
 4. the Attachments Zip folder or file pursuant to Section L.3.5.
- L.12.2 The Offeror shall not include pricing information in its technical proposal, nor must technical information be in the pricing proposal.
- L.12.3 All documents should be in a .pdf file. The District will not be responsible for corruption of any file submitted. All Zip folders or files should be conspicuously named with the company name, solicitation number, and content description. See the format below:
“ABCCo.CFOPD-20-R-000Technical Proposal”
“ABCCo.CFOPD-20-R-000Price Proposal”
“ABCCo.CFOPD-20-R-000Redacted Proposal”
“ABCCo.CFOPD-20-R-000Attachments”
- L.12.4 To upload to the Gateway portal:
1. Login,
 2. Click “View” on the Public Solicitation
 3. Click “Register as a Respondent”
 4. Click “Solicitations” tab, “My Solicitations”
 5. Click “View” on the solicitation
 6. Under the Response Status section, complete “Indicate your organization's response status”, then click “Submit”
 7. Upload solicitation response in the My File section – **Note: Uploads cannot be deleted or replaced, and each file size should not be larger than 1GB**
- L.12.5 If your company does not already have a Gateway Login Account, at <https://dc.cobblestonesystems.com/gateway/>, navigate to the Document Library tab and download the “CobbleStone Vendor Self-Registration Guide” for credentials to Login to the Gateway. **The response due date will not be changed while an offeror receives Gateway Login credentials.**

L.13 PROCUREMENT PROTESTS

Any actual or prospective Offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file a protest with the Contract Appeals Board no later than 10 business days after the basis of protest is known or should have been known, whichever

is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.14 STANDARDS OF RESPONSIBILITY

L.14.1 The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit evidence, upon request by the District, of the following:

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

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

L.15 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.16 INITIAL OFFERS

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

L.17 PRE-PROPOSAL CONFERENCE

L.17.1 A pre-proposal conference will be held from 2:00 pm to 3:00 pm (local time) on May 29, 2024, via Microsoft Team as follows:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzcyYjdIYjltMjRiYy00N2IwLWFhMmEtNWlYnMzNmM4MDAw%40thread.v2/0?context=%7b%22Tid%22%3a%228fe449f1-8b94-4fb7-9906-6f939da82d73%22%2c%22Oid%22%3a%22e95b1f7d-078b-4cbd-90a7-8a7239c19430%22%7d

Meeting ID: 279 164 323 360

Passcode: LWSVsr

Dial-in by phone

+1 202-594-9550,,642875359# United States, Washington DC

Phone conference ID: 642 875 359#

Join on a video conferencing device

Tenant key: octo@m.webex.com

Video ID: 111 109 927 4

L.17.2 The District will request the names of the attending offerors at the conference so that their attendance can be properly recorded. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide

a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation.

- L.17.3 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the conference pursuant to the deadline established in Section L.2 of the solicitation in order to generate an official answer. Official answers will be provided in accordance with Section L.2 in the solicitation

SECTION M

EVALUATION OF PROPOSALS

M.1 EVALUATION FOR AWARD

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

M.1.4 Selection of Negotiation Process

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

M.2 TECHNICAL RATING

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

Rating	Adjective	Guidelines
5	Excellent	The response to the factor is complete and well defined, providing relevant supporting details and examples. The response to this factor indicates a high prospect for outstanding performance on the resulting contract. The expectations for this factor are clearly exceeded.
4	Good	The response to the factor is generally complete and well defined, providing reasonably well-developed responses with a good amount of relevant supporting details and examples. The response to this factor indicates a moderate to high prospect for good performance on the resulting contract. The expectations are met and some are exceeded for this factor.

Rating	Adjective	Guidelines
3	Acceptable	The response to the factor is considerably complete and defined, providing reasonably developed responses with an acceptable amount of relevant supporting details and examples. The response to this factor indicates a moderate prospect for good performance on the resulting contract. The expectations are met for this factor.
2	Fair	The response to the factor is fairly complete, but lacking some definition or clarity. The response is not well developed to address the factor and provides limited supporting details and examples. The response to this factor indicates a prospect of achieving satisfactory performance on the resulting contract, but there may also be some risk. Few of the expectations are demonstrated to be met for this factor.
1	Poor	The response to the factor is not complete or provides minimal information, lacking sufficient details and examples. The response to this factor indicates a moderate to high risk of not achieving satisfactory performance on the resulting contract. Does not demonstrate ability to meet expectations for this factor.
0	Unacceptable	The response to this factor fails to provide information, details, or examples to demonstrate an approach or indication of capability of meeting any requirements or objectives.

M.2.2 The technical rating is a guideline that will be applied to the maximum point value for each technical evaluation factor to determine the offeror's score for each factor. For example, if an evaluation factor has a maximum point value of 40, using the technical rating guidelines above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32. The offeror's total technical score will be determined by adding the offeror's scores from each technical evaluation factor

M.3 EVALUATION FACTORS

Proposals will be evaluated based on the following evaluation factors. The Technical Proposal shall be worth 70 points and the Price Proposal shall be worth 30 points, for a total of 100. If preference points are applicable, the maximum attainable total shall be 112.

M.3.1 Technical Evaluation Factors (70 Points Maximum)

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

1. Technical Approach and Methodology (30 Points Maximum)

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

2. Technical Expertise (15 Points Maximum)

This factor evaluates the Offeror's level of technical expertise and capacity and the qualifications of the Offeror's key staff and key subcontractors to provide outstanding performance of the required services in Section C based on Offeror's information in response to Section L.3.2.3.B.

3. Experience and Past Performance (25 Points Maximum)

This factor evaluates the Offeror's relevant experience and past performance in services similar in size and scope as required in Section C that indicates a prospect for above satisfactory performance on the resulting contract based on Offeror's information in response to Section L.3.2.3.C.

M.3.2 Price Evaluation Factor (30 Points Maximum)

M.3.2.1 The price evaluation of Attachment J.6, Cardholder Fees will be objective.

M.3.2.2 Each Cardholder Fee will be weighted for a Weighted Cost based on the programs and transactions as follows:

Weighted Legend Key	
14.0	Unemployment Benefits Program Only - ATM Withdrawal Other or Out of Network Fees and Transactions
13.5	Remaining Card Programs - ATM Withdrawal Other or Out of Network Fees and Transactions
2.0	All Remaining Fees and Transactions for All Card Programs, except for International transactions
0.5	International transactions

M.3.2.3 The District acknowledges that an ATM owner that is not the Offeror may levy a fee to the cardholder. As such, ATM owner fees that are not the Offeror's has no bearing on the price evaluation.

M.3.2.4 The offeror with the lowest Total Weighted Fee Value for all Programs will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest Total Weighted Fee Value}}{\text{Price of proposal being evaluated}} \times 30 \text{ Points} = \text{Evaluated price score}$$

M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code §2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing or local with a principal office located in an enterprise zone of the District of Columbia.

M.4.1 Application of Preferences

For evaluation purposes, the allowable preferences for Certified Business Enterprises under the Act for are as follows:

- M.4.1.1 Three percent reduction in the bid price in the case of an Invitation for Bids (IFB) or the addition of three points on a 100-point scale in the case of a Request for Proposals (RFP) for a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD), as applicable;
- M.4.1.2 Five percent reduction in the bid price in the case of an IFB or the addition of five points on a 100-point scale in the case of an RFP for a resident-owned business enterprise (ROB) certified by the DSLBD, as applicable;
- M.4.1.3 Ten percent reduction in the bid price in the case of an IFB or the addition of five points on a 100-point scale in the case of an RFP for a longtime resident business (LRB) certified by the DSLBD, as applicable;
- M.4.1.4 Two percent reduction in the bid price in the case of an IFB or the addition of two points on a 100-point scale in the case of an RFP for a local business enterprise (LBE) certified by the DSLBD, as applicable;
- M.4.1.5 Two percent reduction in the bid price in the case of an IFB or the addition of two points on a 100-point scale in the case of an RFP for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the DSLBD, as applicable;
- M.4.1.6 Two percent reduction in the bid price in the case of an IFB or the addition of two points on a 100-point scale in the case of an RFP for a disadvantaged business enterprise (DBE) certified by the DSLBD, as applicable;
- M.4.1.7 Two percent reduction in the bid price in the case of an IFB or the addition of two points on a 100-point scale in the case of an RFP for veteran-owned business enterprise (VOB) certified by the DSLBD, as applicable; and
- M.4.1.8 Two percent reduction in the bid price in the case of an IFB or the addition of two points on a 100-point scale in the case of an RFP for local manufacturing business enterprise (LME) certified by the DSLBD, as applicable.

M.4.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.4.3 Preferences For Certified Joint Ventures

When the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences for categories in which the joint venture and the joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.4.4 Offeror's Submission for Preferences

- M.4.4.1 Any Offeror seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M.4.4.1.1 Evidence of the contractor's or joint venture's certification by the DSLBD as a CBE, to include a copy of the certification from the DSLBD.
- M.4.4.2 Any contractor seeking certification in order to receive preferences under this solicitation must contact the:
- DC Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, N.W., Suite 850N
Washington, DC 20001
- M.4.4.3 All contractors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.