

SOLICITATION, OFFER, AND AWARD			1. Caption Regulation & Oversight Case Management System			Page of Pages 1 51				
			2. Contract Number	3. Solicitation Number CFOPD-22-D-018	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFTOP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 4/21/2022	6. Type of Market <input type="checkbox"/> Open <input checked="" 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 via the Gateway portal, pursuant to Section L.12, until <u>2:00PM</u> local time <u>23-May-22</u> (Hour) (Date)										
10. For Information Contact	A. Name James E. Crenshaw		B. Telephone (Area Code) 202 (Number) 442-6802 (Ext)			C. E-mail Address james.crenshaw@dc.gov				
11. Table of Contents										
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.			
THE SCHEDULE				CONTRACT CLAUSES						
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	30			
X	B	Supplies or Services and Price/Cost	2	LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS						
X	C	Specifications/Work Statement	5	X	J	List of Attachments	37			
X	D	Packaging and Marking	11	REPRESENTATIONS AND INSTRUCTIONS						
X	E	Inspection and Acceptance	12	X	K	Representations, certifications and other statements of offerors	38			
X	F	Deliveries or Performance	16							
X	G	Contract Administration Data	17	X	L	Instructions, conditions & notices to offerors	39			
X	H	Special Contract Requirements	22	X	M	Evaluation factors for award	47			
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 type="checkbox"/> 10 Calendar days %		<input type="checkbox"/> 20 Calendar days %		<input type="checkbox"/> 30 Calendar days %		<input type="checkbox"/> 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			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 Office of Lottery & Gaming (OLG) (the “District”) is seeking a Contractor to provide a Regulation Case Management System (RCMS) to be used in regulation and oversight responsibilities associated with privately operated sports wagering licensees. As further outlined below, the purpose of the RCMS is to record the investigative actions related to licensing, regulatory compliance (e.g., audits, reviews, inspections), as well as investigations of potential illegal gambling activity.

B.2 CONTRACT TYPE

The District contemplates award of a Firm Fixed Price Contract.

B.3 DESIGNATION OF SOLICITATION FOR THE DISTRICT OF COLUMBIA SUPPLY SCHEDULE (DCSS)

This solicitation is designated only for certified small business enterprise (SBE) Offerors on the District of Columbia Supply Schedule (DCSS) under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01 et seq.) as amended and 27 DCMR § 2100 and 2104. Offerors must be certified and have an active DCSS contract at the time of submittal.

B.5 ALL-INCLUSIVE PRICING

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

B.5.6 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Unit	Firm Fixed Unit Price	Estimated Quantity	Total Price
001	Regulation & Oversight Case Management System	Each	\$ _____	1	\$ _____
002	Maintenance & Support	Each	\$ _____	1	\$ _____
003	One-Time Set-Up & Installation Services	Each	\$ _____	1	\$ _____
004	Training	Each	\$ _____	1	\$ _____
Grand Total Base Year					\$ _____

B.5.7 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Unit	Firm Fixed Unit Price	Estimated Quantity	Total Price
101	Maintenance & Support	Each	\$ _____	1	\$ _____
Grand Total Option Year One					\$ _____

B.5.8 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Unit	Firm Fixed Unit Price	Estimated Quantity	Total Price
201	Maintenance & Support	Each	\$ _____	1	\$ _____

Grand Total Option Year Two		\$ _____
--	--	----------

B.5.9 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Unit	Firm Fixed Unit Price	Estimated Quantity	Total Price
301	Maintenance & Support	Each	\$ _____	1	\$ _____
Grand Total Option Year Three					\$ _____

B.5.10 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Unit	Firm Fixed Unit Price	Estimated Quantity	Total Price
401	Maintenance & Support	Each	\$ _____	1	\$ _____
Grand Total Option Year Four					\$ _____

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 Office of Lottery & Gaming (OLG) (the “District”) is seeking a contractor to provide a Regulation Case Management System (RCMS) to be used in its regulation and oversight responsibilities associated with privately operated sports wagering licensees. As further outlined below, the purpose of the RCMS is to record the investigative actions related to licensing, regulatory compliance (e.g., audits, reviews, inspections), as well as investigations of potential illegal gambling activity.
- C.1.2 The OLG issues the following types of sports wagering licenses:
- C.1.2.1 *Class A Operator*: Class A operator license can be issued to sports wagering facilities located at Capital One Arena, Audi Field, Nationals Park, and St. Elizabeth’s East Entertainment and Sports Arena. Class A Operator license also provides a “two-block” exclusivity zone. The license term is five (5) years.
- C.1.2.2 *Class B Operator*: Class B operator license can be issued to any business (individuals or entities) in the District that is not located within the “two-block” exclusivity zone reserved for Class A operators. Class B operators are typically located within bars, restaurants, or similar facilities. There is no limit on how many Class B licenses can be issued. The license term is five (5) years.
- C.1.2.3 *Management Service Provider (MSP)*: An MSP license can be issued to any individual or entity that contracts with an Operator to manage its sports wagering operations. The license term is one (1) year.
- C.1.2.4 *Supplier*: A supplier license can be issued to any individual or entity that sells or leases sports wagering equipment, systems, or other gaming items necessary to conduct sports wagering. The license term is one (1) year.
- C.1.2.5 *Occupational*: An occupational license is required of any individual employed by an Operator, MSP or supplier whose work duties are directly related to or involve sports wagering operated under the jurisdiction of the OLG. The license must be renewed each year on September 30th regardless of when it was issued.
- C.1.3 Once an application is submitted and applicable fee is paid, the OLG begins its investigative due diligence work to assess the applicant’s qualifications for licensure. Different criteria and standards apply to the various licenses. Consequently, there is some variation in the application of investigative procedures. In general, Class A license applicants are held to the highest standards, followed by Class Bs and MSPs. The aforementioned licensees are also subject to strict ongoing regulatory compliance oversight (e.g., investigations, audits, reviews, inspections). While the criteria and standards for supplier applicants is not as stringent as that of operators and MSPs, the investitive due diligence performed is still sufficient to ensure the applicant’s integrity, honesty and competence. Occupational license investigations are focused on ensuring

applicant’s integrity and honesty as well as checking for any disqualifying events such as recent criminal convictions. Regardless, occupational licenses are, by far, the greatest in number. It is estimated that at least 100 per year will be processed by the OLG.

C.1.4 As provided in greater detail below, the OLG uses an online application system to receive and store applicant information including documents submitted. However, the OLG does not have a case management system to document its investigative/due diligence activities. Investigative activities results and reports are documented and saved on an internal server. While over 90% of investigations are related to an application submission or ongoing licensee compliance, there are investigations initiated relative to unlicensed illegal gambling that must also be documented and tracked.

C.1.5 APPLICATION LICENSING PORTAL

All license applications must be submitted online through the [“Application Licensing Portal.”](#) *The Application Licensing Portal (ALP) is the starting point for nearly all due diligence investigations.* It contains the identifying information of the applicant, qualifiers,¹ ownership, operational plans, existing licenses, financial interests, criminal/civil actions, status of license application and related information.

C.1.6 INVESTIGATIONS

C.1.6.1 The scope of the due diligence investigation will depend on a variety of factors but, in general, the type of license sought is the determining factor. Below is an investigative checklist for operators, MSPs, and suppliers, the scope of occupational license investigations does not involve most of the investigative steps listed below.

C.1.6.2 Investigative Step Table

Investigative Step	Comments
Organizational Chart (detailed) showing ownership.	Provides context and better understanding of the Applicant’s governance structure.
List of persons/entities holding 5% or more and those key personnel exercising control over Applicant.	Provides information needed to determine Qualifiers and scope of background investigation.
Proposed or executed agreements between Applicant and others that will be involved (directly or indirectly) in sports wagering.	Necessary to understand roles and responsibilities of the parties as it relates to sports wagering operations.
Proposed sports wagering operations plans (Operator and MSP only)	Necessary to assess compliance with regulations and the Level of effort needed to perform suitability assessment.

¹ Qualifiers include individuals/entities that hold five percent (5%) or greater beneficial interest in the applicant or any individual/entity that has the ability to control the applicant.

DC Basic Business License	To confirm Applicant is authorized to conduct business in the District.
DC “Clean Hands Certification”	To confirm Applicant does not have unsatisfied debts owed to the District.
OLG Personal History Disclosure Forms	Completed by individual Qualifiers in order to perform background investigation.
Criminal Background Investigation (domestic & foreign)	To address, if any, arrests, complaints, indictments, convictions, imprisonments, and related actions that may impact licensing suitability.
Credit History Check	To assess credit history and address adverse information (delinquent debts, collection matters).
Civil Litigation Check	To address, if any, derogatory actions including, but not limited to, bankruptcy filings, tax liens, judgements.
Internet/Social media	To address, if any, derogatory information.
Financial stability/suitability assessment	In addition to information described above, Applicant provides financial records including, but not limited to, financial statements, SEC filings (e.g., Form 10-K), and other related documents.
Other Jurisdiction check, if applicable	Inquiry with other jurisdictions where Applicant is licensed.
Test Lab Certification, if applicable	Review of test lab certification report on sports wagering system and equipment (e.g., platform and kiosks)
Internal Controls Review (Operator & MSP only)	Review of internal controls to ensure compliance with Minimum Internal Control Standards (MICS)
Surveillance & Security Plan (Operator & MSP only)	Review of plans to ensure compliance with the MICS.
Anti-Money Laundering (AML) Program	Review AML program to ensure compliance with MICS and federal requirements.
House Rules (Operator & MSP only)	Review House Rules for compliance with MICS.
Responsible Gambling Plan (Operator & MSP only)	Review of Responsible Gambling Plan for compliance with MICS.
Geolocation (Operator & MSP only)	Review of geolocation functionality to ensure compliance with District rules and standards (e.g., geofencing).
Bond, reserve and other related requirements (Operator & MSP only)	Review to ensure compliance with District rules and MICS.

C.1.6.3 In addition to the investigative licensing due diligence outlined above, ongoing compliance oversight requires related investigations, audits, reviews and inspections. The background investigations primarily focus on an individual’s criminal history and financial stability.

C.2 **DEFINITIONS**

RESERVED

C.3 BACKGROUND

The legalization of sports wagering in the District of Columbia (District) was authorized through the passage of Act 22-594, the Sports Wagering Lottery Amendment Act of 2018, as amended by Act 23-2 that was signed into law on January 23, 2019. Act 23-2 was reviewed by the U.S. Congress on February 7, 2019 and cleared congressional review and became law on May 3, 2019. The responsibility to license, monitor, regulate and enforce sports wagering in the District was assigned, by statute, to the Office of the Chief Financial Officer (OCFO), an independent agency of the District government. The OCFO further delegated the responsibility to the Executive Director of the Office of Lottery & Gaming (OLG). The Executive Director assigned the operational responsibilities to the OLG's Regulation and Oversight Division (REG).

C.4 REQUIREMENTS

It is required that the RCMS extract data from the Application Licensing Portal (APL) to initiate investigations. To accomplish this data transfer, the RCMS shall be in a system platform compatible with Angular / .NET. Further, to create the RCMS the work shall include, but is not limited to, the following:

- a. Gathering information on requirements;
- b. Data collection;
- c. Defining workflows;
- d. Defining business processes;
- e. Development of User Interface;
- f. Design of screens, data/text fields, forms;
- g. User Access Testing in a testing system environment prior to deployment in production;
- h. Data migration from APL and server folders (e.g., csv, excel, word,pdf) to RCMS;
- i. Capacity to support up to 5,000 licensing, investigations, audits, reviews and inspections over a five-year period; and
- j. Security controls to prevent unauthorized access and use including, but not limited to, creation of different user access levels (e.g., administrator, director, manager, investigator, auditor).
- k. Report generation to include, but not limited to, the following:
 - l. Investigation aging reports;
 - m. Investigator (workload) reports;
 - n. Reports based on compliance category type (e.g., investigations, audits, incidents, enforcement, and inspections);
 - o. Investigation status (e.g., unassigned, assigned, under review, recommendations, completions);
 - p. Investigation status by license type (e.g., Class A, Class B, MSP, Supplier, Occupational);
 - q. Search/Filter Option - Licensee information (e.g., License Number, Business Name, Facility Address);
 - r. Reports based on specific timeframes (calendar option)
 - s. Enforcement actions (e.g., no action, warning letters, re-inspection, penalty, fine, license denial, suspension, or revocation);
 - t. Investigative statistical reports; and

- u. Reports on licensee operations including player accounts, wagers, amounts wagered, handle, payouts, gross gaming revenue, tax revenue paid, and average hold percentages. (ability for licensees to enter the data on the platform)

C.5 Functional, Technical, and Operational Specifications

C.5.1 The RCMS shall include the following:

- a. Provide a user-friendly Interface that seamlessly generates investigative cases based on application licensing portal submissions as well as the ability for users to independently initiate investigations;
- b. Provide for documentation of investigative activity, updates and recommendations (e.g., approve, deny, revoke, suspend, penalties);
- c. Provides Management team the ability to assign/reassign investigative cases, feedback/guidance to investigator and review of investigator recommendations for final determinations or further recommendations;
- d. Generation of standard reports on the status of investigations including, but not limited to:
 - i. Investigation aging reports;
 - ii. Investigator (workload) reports;
 - iii. Reports based on investigation type (e.g., licensing, audits, inspections, reviews);
 - iv. Investigation status (e.g., unassigned, assigned, under review, recommended, etc.);
 - v. Investigation status by license type (e.g., Class A, Class B, MSP, Supplier, Occupational); and
 - vi. Investigative statistical reports.
- e. Transfer of existing investigative case information into RCMS.

C.5.2 Functionalities:

- a. Shall be Web based and accessible through VPN (i.e., resides behind the firewall);
- b. Shall have user IDs and Passwords that are required for access;
- c. Shall have document upload capability;
- d. Shall have report and data export (e.g., excel, csv, pdf) capability; and
- e. Shall have the ability to print reports and data fields.

C.5.3 Software Documentation: The Contractor shall provide the OLG a complete listing of the Source programs, operation manuals, service manuals, and written procedures. As changes are implemented, documentation (including listing changes, reason for change, personnel instituting change, authorization for change, and date of change) shall be supplied by the Contractor to the OLG.

C.5.4 OLG Staff Training: In order to ensure a seamless startup and ongoing operation, the Contractor shall provide training on all aspects of the RCMS. The training may include formal classroom, in-person on the job and/or virtual training or a combination thereof. The Contractor shall also

provide written training manuals for the RCMS, along with any updates to processes for the duration of the contract.

- C.5.5 **Backup Capabilities:** The Contractor shall provide backup capabilities to guard against the loss of data should there be a power loss or other major interruption impacting access to the RCMS.
- C.5.6 **Capacity and Growth Capability:** The RCMS configuration shall be sized to support up to 5,000 licensing investigations, audits, reviews and inspections occurring over a five-year period including yearly renewals of occupation, supplier and MSP licenses.
- C.5.7 **Data Archiving & Retention:** The data stored in the RCMS shall be retained for twenty (20) years. The archiving process must accommodate changes that may be made over time to the structure of the files and database. Therefore, all associated file record layouts and database schemata shall be copied as well as that when recovered, the archived data can be properly read and will not conflict with or affect the integrity of current data.
- C.5.8 **Test System:** The Contractor shall provide a testing system environment that simulates the “live” production environment for the purpose of development and user acceptance testing.
- C.5.9 **Security Controls:** The RCMS shall have security controls in place that prevent unauthorized access and use. This shall include the creation of different user access levels (e.g., administrator, manager, director, investigator/auditor). In addition, the RCMS shall record (for tracking and audit purposes) all logins and provide a description of changes or activity conducted by the user. Recordation shall include log in credentials and user’s name and employee identification number, if available.

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 reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.
 - (c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

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

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

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

F.3 DELIVERABLES

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

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

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

Anthony A. Stover, CPPO
Contracting Officer
Office of the Chief Financial Officer
1100 4th St. SW Suite E620
Washington, DC 20024
Telephone: (202) 442-7122
Fax: 202-442-6454
E-mail address: Anthony.stover@dc.gov

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

(b) Contracting Officer Technical Representative (COTR)

- i. The COTR for this contract is:

Peter Alvarado
Director, Regulation and Oversight
Office of Lottery & Gaming (OLG)
2235 Shannon Place, SE, 5th Floor Washington, DC 20020
202-645-8031
peter.alvarado@dc.gov

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

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

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

G.2 INVOICE PAYMENT

- G.2.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.2.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.
- G.2.3 Unless otherwise specified in this contract, and with presentation of a properly executed invoice:
- a) Payment will be made on completion and acceptance of each item for which the price is stated in the Pricing Schedule in Section B,
 - b) Payment will be made on completion and acceptance of each percentage or milestone of work in accordance with the prices stated in the Pricing Schedule in Section B, or
 - c) Payment may be made on partial deliveries of goods and services accepted by the District if the Contractor requests it and the amount due on the deliveries warrants it as determined by the District.

G.3 INVOICE SUBMITTAL

- G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.3.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.3.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

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

- G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 et seq., as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:
- G.4.1.1.1 The date on which payment is due under the terms of this contract;
- G.4.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

- G.4.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.4.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.4.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:
 - G.4.1.2.1 3rd day after the required payment date for meat or a meat product;
 - G.4.1.2.2 5th day after the required payment date for an agricultural commodity; or
 - G.4.1.2.3 15th day after any other required payment date.
- G.4.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.4.2 Payments to Subcontractors

- G.4.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:
 - G.4.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
 - G.4.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
 - G.4.2.2 The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
 - G.4.2.2.1 3rd day after the required payment date for meat or a meat product;
 - G.4.2.2.2 5th day after the required payment date for an agricultural commodity; or
 - G.4.2.2.3 15th day after any other required payment date.
 - G.4.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.4.3 Subcontract requirements

G.4.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.4.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

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 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

- H.3.1 Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, unless a waiver has been approved by the Director of the Department of Small and Local Business Development in accordance with D.C. Code §2-218.51, are required to:
- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
 - (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
 - (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

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

H.3.2

- (a) For each government-assisted project for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises. A certified business enterprise prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (b) For each government-assisted project for which a certified joint venture is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises. If the certified business enterprise member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (c) For each government-assisted project of \$1 million or less for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the on-site work with its own workforce.

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

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

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

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

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

- H.3.7 A Beneficiary shall submit to the Contracting Officer, project manager, and the Director of the Department of Small and Local Business Development (at compliance.enforcement@dc.gov) copies of the executed contracts with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.
- H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development upon the initiation and completion of a project.
- H.3.9 Within 15 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development (at compliance.enforcement@dc.gov), the Contracting Officer, and the project manager which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:
- (a) The price to be paid by the contractor to the subcontractor;
 - (b) A description of the goods procured or the services contracted for;
 - (c) The amount paid by the contractor to the subcontractor under the subcontract; and
 - (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.

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

- H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, and the project manager to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.
- H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.
- H.3.12 Waiver of Subcontracting Requirements
- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
 - (b) Prior to submission of bids or proposals, the Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request with to the point of contact on Page 1 of this solicitation, to the attention of the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary's efforts to secure involvement by Certified Business Enterprises. The Contracting Officer will, in turn, use the Beneficiary's information

to submit a waiver request to the Director of the Department of Small and Local Business Development.

- (c) The Contracting Officer will provide written notice of the waiver determination to the Beneficiary prior to the acceptance of bids or proposals and upon a decision of the waiver by the Director of the Department of Small and Local Business Development.
- (d) The Beneficiary should provide the following information in its waiver request to the Contracting Officer to demonstrate the Beneficiary's good faith efforts to secure involvement by a Certified Business Enterprise:
 - i. Whether the Beneficiary advertised in general circulation, trade association, or other media outlets concerning the subcontracting opportunity;
 - ii. Whether the Beneficiary provided written notice to a reasonable number of certified business enterprises that their interest in the subcontracting opportunity was being solicited;
 - iii. Whether the Beneficiary conducted any pre-solicitation or pre-bid conferences to inform certified business enterprises of the subcontracting opportunity;
 - iv. Whether the Beneficiary provided sufficient time to allow certified business enterprises to participate effectively in its efforts to secure involvement by a certified business enterprise;
 - v. Whether the Beneficiary followed up responses of interest by conducting negotiations with certified business enterprises;
 - vi. Whether rejections by the Beneficiary of certified business enterprises as being unqualified were based on sound reasoning and thorough investigation of their capabilities;
 - vii. Whether the Beneficiary made efforts to assist interested certified business enterprises in obtaining bonding, lines of credit, or insurance required by the Beneficiary;
 - viii. Whether the Beneficiary effectively used the services of the Department of Small and Local Business Development, (202) 727-3900 and <http://dslbd.dc.gov>, in recruiting qualified certified business enterprises; and
 - ix. Whether bids submitted by certified business enterprises were excessive or noncompetitive based upon a review of prevailing market conditions.
- (e) While the information described in (d) above will assist the Director of the Department of Small and Local Business Development in reviewing the waiver request, it does not guarantee that a waiver will, in fact, be approved. Additional factors may be considered and additional information may be requested from the Beneficiary to support the waiver request.

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

- (a) The number of certified business enterprises, if any, qualified to perform the elements of the work that comprise the project;
- (b) A summary of the market research or outreach conducted to analyze the relevant market; and
- (c) The consideration given to alternate methods for acquiring the work to be subcontracted in order to make the work more amenable to being performed by certified business enterprises.

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

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

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

H.4 WARRANTIES

- H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
- H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.
- H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that

it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.

- H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.
- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.
- H.4.6 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.1, 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.

H.11 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

- H.11.1 The Contractor is required to comply with Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification. Find and view the complete Mayor’s Order here: <https://bit.ly/3iX1RVM>
- H.11.2 The Contractor is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded. Find and view the complete City Administrator’s Order here: <https://bit.ly/3lvnHBk>
- H.11.3 The Contractor can contact vendor.relations@dc.gov for additional information regarding these provisions.

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

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

- A. Contract Work Standards Act of August 13, 1962, also known as the Contract Work Hours and Safety Standards Act of 1962, 76 Stat. 357-360.
- B. Buy American Act, Act of March 3, 1983, c.212, Title III, 47 Stat. 1520, as amended.
- C. Walsh-Healy Public Contracts Act, Act of June 30, 1936, c.881, 49 Stat. 2036, as amended. (Applies only when contract is \$10,000 or more).
- D. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts."
- E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.
- F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."
- G. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.
- H. Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act).
- I. Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.
- J. Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152)
- K. Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.), as amended, ("Living Wage Act of 2006") which applies to all contracts for services in the amount \$100,000 or more in a 12-month period. The current living wage rate, the Living Wage Act Fact Sheet which includes exemption information, and the Living Wage Act Poster may be found at <https://does.dc.gov/service/office-wage-hour-compliance-0> or contact the Department of Employment Services at (202) 724-7000.

I.2 – I.15 RESERVED**I.16 NON-DISCLOSURE AGREEMENT**

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

I.17 GOVERNMENT PROPERTY

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

I.18 – I.23 RESERVED

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

Any contract in excess of one million dollars (\$1,000,000) within a 12-month period shall not be binding or give rise to any claim or demand against the District unless first approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.25 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.26 RESERVED

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

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

I.28 RESERVED

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 to:

The Government of the District of Columbia

**And mailed to the attention of:
Chrishelle Minor
Office of the Chief Financial Officer
1100 4th Street S.W., Suite E620
Washington, DC 20024
(202)442-7102
Chrishelle.minor@dc.gov**

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 – I.33 RESERVED

I.34 FORCE MAJEURE

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

I.35 GOVERNING LAW

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

I.36 ORDER OF PRECEDENCE

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

- (1) Task Order (herein referenced as "Contract")
- (2) Contract Attachments
- (3) BAFO (in order of the most recent to earliest)
- (4) Contractor Proposal
- (5) Contractor's DC Supply Schedule Contract

SECTION J

ATTACHMENTS

The following Attachments are hereby incorporated:

- J.1 Doing Business with Integrity
- J.2 Bidder Offeror Certification
- J.3 Past Performance Evaluation Form

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 later **5:00pm, Friday, April 29, 2022**. The District may not consider any inquiries received after the date specified. An amendment to the solicitation will be posted online on the Solicitation Gateway at <https://bit.ly/2GXc2r5> if that information is necessary in responding to the solicitation, or if the lack of its dissemination would be prejudicial to other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding on the District.
- L.2.2 Upon the release of this Solicitation and during the selection process, there shall be no communication concerning this Solicitation between any prospective Offeror and/or its representatives, and employees of the Government of the District of Columbia, consultants or advisors to the Government of the District of Columbia; and elected or appointed officials of the Government of the District of Columbia or their staff, except as provided for in this Solicitation. Any violation of this provision by any prospective Offeror and/or its representatives may be grounds for immediate disqualification.

L.3 PREPARATION AND SUBMISSION OF PROPOSALS

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

L.3.2 Technical Proposal

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

I. Section: Technical Approach and Methodology

- a. Provide a description of the Offeror’s approach and methodology to provide the Regulation & Oversight Case Management System that meets the requirements of Section C.

II. Section: Technical Expertise

- a. Provide a description of the Offeror’s expertise and capacity to provide the required services, as referenced in Section C. This description should include:
 - i. A list or statement of the Offeror’s strengths in relation to the work defined by this RFP, including employee capacity to undertake and successfully carry out the proposed service;
- b. Provide a description or resumes that demonstrate the qualifications of the Offeror’s key staff and key subcontractors. The qualifications should identify the roles and responsibilities and present the level of experience and proficiency of the Offeror’s key staff in providing the required services, as referenced in Section C.

III. Section: Experience and Past Performance

- a. Provide a description of the Offeror's general experience in providing Regulation & Oversight Case Management Systems or similar systems/services.
- b. The Offeror shall provide a reference list of contracts or subcontracts the Offeror has satisfactorily performed within the past five (5) years that are similar in size and scope as the required services described in Section C. The Offeror's list shall include the following information for each contract or subcontract:
 - i. Contract Title
 - ii. Contract number
 - iii. Contract duration (or Period)
 - iv. Total contract value
 - v. Whether the Offeror was the prime contractor or a subcontractor
 - vi. Description of work performed
 - vii. Contact Person name, phone, and e-mail address

The District may contact listed references.

- c. Provide at least three (3) client completed Attachment J.3, Past Performance Evaluation Forms from the list of references identified in response to Item (b) above.

L.3.3 Price Proposal

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

- 1) Cover page narrative that describes the budget methodology and detail cost factors Completed Section B, Pricing Schedule
- 2) 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
- 4) The Offeror's active DC Supply Schedule contract and amendments/modification

L.4 SIGNING BIDS, PROPOSALS, AND CERTIFICATIONS

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

bind the Offeror. The Offeror shall complete and sign all Representations, Certifications and Acknowledgements in this solicitation. Failure to do so may result in a bid or proposal being rejected.

L.5 ERRORS IN BIDS OR PROPOSALS

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

L.6 BIDS OR PROPOSALS FOR ALL OR PART

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

L.7 WITHDRAWAL OR MODIFICATION OF BIDS OR PROPOSALS

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

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

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

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

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

L.9 CONTRACT AWARD

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

L.10 ACKNOWLEDGEMENT OF AMENDMENTS

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

L.11 ACCEPTANCE PERIOD

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

L.12 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, and
 3. a Redacted Proposal Copy Zip folder or file pursuant to Section L.12.6.

- 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-22-D-018Technical Proposal”
“ABCCo.CFOPD-22-D-018Price Proposal”
“ABCCo.CFOPD-22-D-018Redacted Proposal”
- 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 you do not already have a Gateway Login Account, complete a Vendor Registration Form and W-9 form at <https://dc.cobblestonesystems.com/gateway/> in the Document Library tab and send it to OCFOvendorhelp@dc.gov to receive credentials within two (2) business days to Login to the Gateway. **The response due date will not be changed while an offeror receives Gateway Login credentials.**
- L.12.6 Redacted Proposal Copy: In addition to other proposal submission requirements, the offeror must submit a copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under §2-534(a)(1).

L.13 PROCUREMENT PROTESTS

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

L.14 STANDARDS OF RESPONSIBILITY

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

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

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

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

M.3 EVALUATION FACTORS

Proposals will be evaluated based on the following evaluation factors. The Technical Proposal shall be worth **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 (35 Points Maximum)

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

2. Technical Expertise (20 Points Maximum)

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

3. Experience and Past Performance (15 Points Maximum)

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

M.3.2 Price Evaluation Factor (30 Points Maximum)

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

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

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.