

<b>AWARD/CONTRACT</b>		1. Solicitation Number <b>CFOPD-17-R-004</b>	Page of Pages 1   74 + Attachments				
2. Contract Number <b>CFOPD-19-C-003</b>		3. Effective Date See 20C	4. Requisition/Purchase Request/Project No.				
5. Issued By <b>Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite E610 Washington, DC 20024</b>		Code	6. Administered By (If other than line 5)				
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Harris & Harris, LTD 111 West Jackson Blvd., Suite400 Chicago, IL 60604 Attn: Arnold Harris <a href="mailto:aharris@harriscollect.com">aharris@harriscollect.com</a> 312-423-7400 (p)		8. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule Section F)		9. Discount for prompt payment			
Code		Facility		10. Submit Invoices in accordance with Section G.3   Item			
11. Ship to/Mark For Office of the Chief Financial Officer Office of Finance and Treasury 1101 4th Street SW, Suite 1636 Washington, DC 20024 202-442-6930 (p)		Code	12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable 1100 4th Street, SW Suite E600 Washington, DC 20024 oma.invoicing @dc.gov				
13. Contract Type Requirements with NTE Ceiling		14. Accounting and Appropriation Data					
15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount		
1	See Section B Price Schedule	1	Lot	\$2,112,154.83	\$2,112,154.83		
Total Amount of Contract					\$2,112,154.83		
16. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	Solicitation/Contract Form	1		I	Contract Clauses	48
	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	Description/Specifications/Work Statement	8		J	List of Attachments	73
	D	Packaging and Marking	29	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	Inspection and Acceptance	30		K	Representations, Certifications and Other Statements of Offerors	74
	F	Deliveries or Performance	34		L	Instructions, conditions & notices to offerors	
	G	Contract Administration Data	35		M	Evaluation factors for award	
	H	Special Contract Requirements	40				
Contracting Officer will Complete Item 17 or 18 as Applicable							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> pdf copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) <i>Arnold S. Harris, President</i>				20A. Name of Contracting Officer Dorothy Whisler Fortune, Esq. CPPO			
19B. Name of Contractor <i>Arnold S. Harris</i> (Signature of person authorized to sign)		19C. Date Signed <i>5/2/2019</i>		20B. District of Columbia <i>Dorothy Whisler Fortune</i> (Signature of Contracting Officer)		20C. Date Signed <i>5/21/2019</i>	

**SECTION B****PRICE SCHEDULE****B.1 GENERAL INFORMATION**

B.1.1 The District of Columbia Office of the Chief Financial Officer, Office of Contracts (District), on behalf of the Office of Finance and Treasury (OFT) requires the Contractor to provide a turnkey solution that combines secondary collection services and an account receivables system for delinquent debt collection of non-tax debts owed to the Government of the District of Columbia.

**B.2 CONTRACT TYPE**

The District awards a requirements contract with prices based on a fixed percentage, contingency fee, and fixed unit prices.

**B.3 PRICING SCHEDULE**

- B.3.1 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated in this Pricing Schedule reflect the best estimates available. The District does not guarantee that the Contractor will receive the estimated quantity. The estimated quantities are in terms of estimated revenue to the District derived from collection services of the Contractor. The estimate shall not be construed as a representation that the estimated quantity will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements.
- B.3.2 The Contractor's contingency fee for Delinquent Collection Services for Debt shall be the Contractor's all-inclusive compensation for providing all services required in the Contract; with the exception of collection services for legacy debt and medical debt, transfer of non-electronic documents, system maintenance, and optional interfaces.
- B.3.3 The Contractor's contingency fee for Delinquent Collection Services for Legacy Debt shall be the Contractor's all-inclusive compensation for providing services required in the Contract for delinquent collection for legacy debt.
- B.3.4 The Contractor's contingency fee for Collection Services for Medical Debt shall be the Contractor's all-inclusive compensation for providing services required in the Contract for collection service for medical debt. Furthermore,
- i. The contingency fee for Self-Pay and Balance Due after Insurance Coverage Claims shall be capped at \$2,500 per claim.
  - ii. For example: If a Contractor collects \$15,000 for a Self-Pay claim and the Contractor's contingency fee is 20% for that collection type, even though 20% of \$15,000 is \$3,000, the Contractor will be paid \$2,500 due to the cap specified in this section.

B.3.5 The Contractor's price for Transfer of Non-electronic Documents shall be the Contractor's all-inclusive compensation for providing services required in the Contract for the transfer of non-electronic documents.

B.3.6 The Contractor's price for System Maintenance shall be the Contractor's all-inclusive compensation for providing an accounts receivable system as required in the Contract.

**B.3.7 Base Period**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Revenue Collected</b>	<b>Contingency Fee (%) Based on Actual Collection</b>	<b>Extended Total</b>
01	Delinquent Collection Services for Debt	\$14,635,029.00	9.25%	\$1,353,740.18
02	Delinquent Collection Services for Legacy Debt	\$7,000,000	9.25%	\$647,500.00
03	Delinquent Collection Services for Medical Debt (Self-Pay and Balance Due Claims)	\$128,807	9.25%	\$11,914.65
<b>CLIN</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Total</b>
04	Transfer of Non-electronic Documents	2,400,000 keystrokes	\$0	\$0
05	System Maintenance	12 months	\$8,250.00	\$99,000.00
<b>Base Year Total</b>				<b>\$2,112,154.83</b>

**B.3.8 Option Year One**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Revenue Collected</b>	<b>Contingency Fee (%) Based on Actual Collection</b>	<b>Extended Total</b>
11	Delinquent Collection Services for Debt	\$14,635,029.00	9.25%	\$1,353,740.18
12	Delinquent Collection Services for Legacy Debt	\$3,309,749	9.25%	\$306,151.78
13	Delinquent Collection Services for Medical Debt (Self-Pay and Balance Due Claims)	\$242,771	9.25%	\$22,456.32
<b>CLIN</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Total</b>
14	Transfer of Non-electronic Documents	2,400,000 keystrokes	\$0	\$0
15	System Maintenance	12 months	\$3,250.00	39,000.00
<b>Option Year One Total</b>				<b>\$1,721,348.28</b>

**B.3.9 Option Year Two**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Revenue Collected</b>	<b>Contingency Fee (%) Based on Actual Collection</b>	<b>Extended Total</b>
21	Delinquent Collection Services for Debt	\$14,635,029.00	9.25%	\$1,353,740.18
22	Delinquent Collection Services for Legacy Debt	\$2,785,776	9.25%	\$257,648.28
23	Delinquent Collection Services for Medical Debt (Self-Pay and Balance Due Claims)	\$257,338	9.25%	\$23,803.77
<b>CLIN</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Total</b>
24	Transfer of Non-electronic Documents	2,400,000 keystrokes	\$0	\$0
25	System Maintenance	12 months	\$3,250.00	\$39,000.00
<b>Option Year Two Total</b>				<b>\$1,674,228.23</b>

**B.3.10 Option Year Three**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Revenue Collected</b>	<b>Contingency Fee (%) Based on Actual Collection</b>	<b>Extended Total</b>
31	Delinquent Collection Services for Debt	\$14,635,029.00	9.25%	\$1,353,740.18
32	Delinquent Collection Services for Legacy Debt	\$2,695,988	9.25%	\$249,378.89
33	Delinquent Collection Services for Medical Debt (Self-Pay and Balance Due Claims)	\$305,864	9.25%	\$28,292.42
<b>CLIN</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Total</b>
34	Transfer of Non-electronic Documents	2,400,000 keystrokes	\$0	\$0
35	System Maintenance	12 months	\$3,250.00	\$39,000.00
<b>Option Year Three Total</b>				<b>\$1,670,411.49</b>

**B.3.11 Option Year Four**

Contract Line Item No. (CLIN)	Item Description	Estimated Revenue Collected	Contingency Fee (%) Based on Actual Collection	Extended Total
41	Delinquent Collection Services for Debt	\$14,635,029.00	9.25%	\$1,353,740.18
42	Delinquent Collection Services for Legacy Debt	\$2,600,000	9.25%	\$240,500.00
43	Delinquent Collection Services for Medical Debt (Self-Pay and Balance Due Claims)	\$315,040	9.25%	\$29,141.20
CLIN	Item Description	Estimated Quantity	Unit Price	Extended Total
44	Transfer of Non-electronic Documents	2,400,000 keystrokes	\$0	\$0
45	System Maintenance	12 months	\$3,250.00	\$39,000.00
<b>Option Year Four Total</b>				<b>\$1,662,381.38</b>

**B.3.12 Grand Total**

Period	Total
Base Period Total	\$2,112,154.83
Option Year One Total	\$1,721,348.28
Option Year Two Total	\$1,674,228.23
Option Year Three Total	\$1,670,411.49
Option Year Four Total	\$1,662,381.38
<b>Grand Total</b>	<b>\$8,840,524.22</b>

**B.3.13 Optional Interfaces**

B.3.13.1 The District reserves the right to exercise optional interfaces as specified in Section C.41 in the Contract during any period of the Contract term. The District will execute a contract modification which notifies the Contractor of the exercise of the option.

B.3.13.2 The Contractor shall provide pricing for Optional Interfaces prior to implementation. The District will modify the contract to add the additional funds for the cost of the implementation prior to the Contractor implementing the interfaces.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE**

The District of Columbia Office of the Chief Financial Officer, Office of Contracts (District), on behalf of the Office of Finance and Treasury (OFT) requires the Contractor to provide a turnkey solution that combines secondary collection services and an account receivables system secondary collection services and an account receivables system for delinquent debt collection of non-tax debts owed to the Government of the District of Columbia.

**C.2 BACKGROUND**

- C.2.1 The Government of the District of Columbia Office established a Central Collection Unit (CCU) to collect non-tax debts owed to the District under the Office of the Chief Financial Officer (OCFO). The CCU is responsible for the collection of all delinquent debt, claims, permits, licenses and fees due to the District other than taxes, child support, and certain other debts. Debtors assigned to the Contractor for delinquent collection services could include debtors from various demographic locations.
- C.2.2 The CCU anticipates initial services to consist of delinquent collections for the Department of Motor Vehicles (DMV), Office of Finance and Treasury (OFT), United Medical Center, and the University of the District of Columbia. The CCU expects to initiate services for other agencies beginning in the second year of the contract. However, there is no firm timeframe established for the initiation of services amongst agencies. The agencies that shall be serviced under the contract include, but are not limited to, those agencies listed in Attachment J.1.
- C.2.3 DMV is the District agency that develops, administers, and enforces vehicular laws for the public to ensure public safety through the safe operation of motor vehicles. For DMV tickets, a person would normally pay in-person at the DMV Traffic Adjudication Office, by mail, by phone, or via the Internet. Mailed payments for DMV tickets are directed to a District PO Box, which is handled by the District's lockbox contractor. These deposits are made to the District's bank account daily. Customer inquiries are made by phone and mail. For the period from October 2014 through September 2015, the number of incoming calls was 40,419 and the number of incoming correspondence was 5,549.
- C.2.4 OFT is the District Agency that manages the financial assets and liabilities of the Government of the District of Columbia. The core financial assets are cash, equivalents and accounts receivable; and the core financial liabilities are debt and accounts payable. As part of OFT's revenue collection responsibilities, checks may be accepted for payment. Any returned checks are re-deposited a second time. If the check returns after the re-deposit, there are two additional attempts to collect via Automated Clearing House (ACH) debit. If the ACH debit attempts are unsuccessful, then 90 days after, these checks are deemed delinquent.
- C.2.5 United Medical Center (UMC) a/k/a The Not-For-Profit Hospital Corporation is a District hospital. The primary collections of the medical invoices are processed by the hospital or another service provider for insurance and Medicare reimbursements. The unpaid debts that



are Self-Pay or balance due in excess of insurance coverage amounts for services rendered are referred to the CCU after primary collection efforts.

C.2.6 University of the District of Columbia (UDC) is an urban university, offering associate, four-year bachelors, master’s, professional and law degrees through its academic colleges, including the UDC Community College and David A. Clarke School of Law. The delinquent debts to be referred from UDC will consist of tuition accounts and fees incurred by students and excludes student loans.

C.2.7 Stats as of June 2018:

Amount Placed	FY12		FY13		FY14		FY15		FY16		FY17		FY18	
	actual		actual		actual		actual		actual		actual		as of today	
DMV	\$ 72,048,099		\$ 66,970,980		\$ 54,404,307		\$ 61,466,882		\$ 98,499,980		\$ 111,272,889		\$ 87,258,290	
UDC	\$ 258,217		\$ 2,373,461		\$ 340,899		\$ 1,821,300		\$ 640,647		\$ 3,015,597		\$ 1,241,309	
UMC	\$ -		\$ 25,476,747		\$ 13,591,685		\$ 6,800,321		\$ 6,936,328		\$ 13,909,700		\$ 20,603,540	
OFT	\$ 2,938,449		\$ 2,221,673		\$ 1,207,793		\$ 2,476,444		\$ 1,500,000		\$ 1,300,000		n/a	
<b>TOTALS:</b>	<b>\$ 75,244,765</b>		<b>\$ 97,042,861</b>		<b>\$ 69,544,684</b>		<b>\$ 72,564,947</b>		<b>\$ 107,576,954</b>		<b>\$ 129,498,186</b>		<b>\$ 109,103,139</b>	

Amount Returned	FY12		FY13		FY14		FY15		FY16		FY17		FY18	
	actual		actual		actual		actual		actual		actual		as of today	
DMV	\$ 550,384		\$ 678,470		\$ 888,789		\$ 1,204,032		\$ 1,332,308		\$ 7,668		\$ 9,324	
UDC	\$ 165,571		\$ 1,506,707		\$ 229,752		\$ 1,502,744		\$ 145,277		\$ 19,009		\$ 170,233	
UMC	\$ 6,823,682		\$ 15,598,532		\$ 11,399,104		\$ 112,324		\$ 3,948,338		\$ 5,921,059		\$ 1,938,191	
OFT	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
<b>TOTALS:</b>	<b>\$ 7,539,637</b>		<b>\$ 17,783,709</b>		<b>\$ 12,517,645</b>		<b>\$ 2,819,100</b>		<b>\$ 5,425,923</b>		<b>\$ 5,940,068</b>		<b>\$ 2,108,424</b>	

Amount Collected	FY12		FY13		FY14		FY15		FY16		FY17		FY18	
	actual		actual		actual		actual		actual		actual		as of today	
DMV	\$ 26,864,954		\$ 35,783,193		\$ 29,938,038		\$ 30,266,190		\$ 33,006,942		\$ 32,363,189		\$ 24,011,639	
UDC	\$ 20,353		\$ 156,673		\$ 114,647		\$ 242,875		\$ 156,795		\$ 61,084		\$ 124,799	
UMC	\$ -		\$ 151,620		\$ 221,288		\$ 209,940		\$ 343,434		\$ 250,093		\$ 129,028	
OFT	\$ 1,352,392		\$ 1,137,181		\$ 612,635		\$ 475,393		\$ 450,000		\$ 390,000		\$ 4,020	
<b>TOTALS:</b>	<b>\$ 28,237,699</b>		<b>\$ 37,228,667</b>		<b>\$ 30,886,608</b>		<b>\$ 31,194,399</b>		<b>\$ 33,957,171</b>		<b>\$ 33,064,367</b>		<b>\$ 24,269,486</b>	

\* Please note that the data variances reflect the fact that UDC recalled accounts for previous years.

**C.3 APPLICABLE LAW DOCUMENTS**

The following laws are applicable to the performance of the required services and are hereby incorporated by this reference.

Item No.	Document Type	Title	Date/Version
1	Public Law	Fair Credit Reporting Act, 15 USC §§1681, et seq. <a href="http://www.ftc.gov/os/statutes/031224fcra.pdf">http://www.ftc.gov/os/statutes/031224fcra.pdf</a>	Most Recent

2	Public Law	Federal Fair Debt Collection Practices Act 15 USC §§ 1692, et seq. <a href="http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre27.pdf">http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre27.pdf</a>	Most Recent
---	------------	--	-------------

#### C.4 DEFINITIONS

The following terms when used herein have the following meaning:

- C.4.1 Assignment – A referral by the District of collection-eligible debts to the Contractor for secondary collections.
- C.4.2 Claims – Debtor accounts of charges accumulated through the provision of the medical services performed by The Not-For-Profit Hospital Corporation to an individual presenting themselves before the hospital for purposes of receiving such services in which the account is in a state of delinquency by the definitions and standards of The Not-For-Profit Hospital Corporation.
- C.4.3 Collection-eligible – Debts which have met the criteria established to be assigned secondary collections.
- C.4.4 Contractor – The vendor awarded to perform secondary collection services provide a system of account receivables pursuant to this Contract.
- C.4.5 Contingency Fee – The Contractor’s compensation for Contract services, with the exception of the per user fee and Optional Pricing, calculated from the percentage stated in Section B, as applicable based on provisions of the Contract, to actual revenue dollars received by the District as a result of the Contractor’s efforts.
- C.4.6 Customer – An individual or organization that receives a service from or interacts with any of the District’s non-tax agencies.
- C.4.7 Debtor – Any person or entity that owes money to the District.
- C.4.8 Debts – Unpaid or partially paid tickets, fines, fees for services, or assessments assigned for secondary collections.
- C.4.9 Legacy Debt – Debts older than three years.
- C.4.10 Primary Collection – Attempts to derive payment prior to assignment to a Contractor under this Contract for secondary collection efforts.
- C.4.11 Secondary Collections – Attempts to derive payment on assigned debts when primary collection efforts have not been successful. The collections process begins when the Contractor receives a file from the District agency.

**C.5 REQUIREMENTS**

- C.5.1 The Contractor shall provide delinquent collection services (secondary collection) for non-tax debts owed to the Government of the District of Columbia as required by this Contract.
- C.5.2 The Contractor shall provide a system for designated CCU personnel access. The Contractor's system shall function as CCU's accounts receivable system and system of record to manage debt collections, generate reports, collect payments, manage daily customer relationship matters, and disseminate correspondence.
- C.5.3 The Contractor shall maintain all hardware and software associated with the Contractor's system.
- C.5.4 The Contractor shall maintain a license to do business as a collection agency in the District of Columbia and all states for the term of the Contract as debts assigned will include in-state and out-of-state debtors.

**C.6 Templates and Forms**

- C.6.1 The Contractor's system shall provide for all CCU related forms, templates, letters, and any other CCU correspondence to be generated within the Contractor system. The Contractor's system shall allow CCU staff to access to all CCU documents and information and associate documents and the information to debtor files. The Contractor system shall be able to pre-populate certain data on templates and forms.
- C.6.2 The system shall allow for documents to be printable in hardcopy for external use such as executed with signatures, then scanned into the Contractor's system, and associated with the debtor's file.
- C.6.3 The Contractor's system shall provide the capability for CCU staff to create, edit, access, and populate templates, letters, and forms documents within the Contractor's system. The templates and forms shall include, but not limited to:
1. Payment Agreements
  2. Installment Agreement form templates
  3. Payroll Deduction forms
  4. Settlement Agreement form templates for single payment or multiple payment settlements
  5. Recorder of Deeds Lien Request and Lien Release forms
  6. Office of Pay and Retirement Services (OPRS) Payroll Deduction form template
  7. Release of District Employee Wage Attachment forms
- C.6.4 The Contractor's system shall also allow other external documents to be upload-able to the system, able to be associated with the debtor information, and retrievable within the Contractor's system.

C.6.5 The Contractor's system shall allow the CCU staff to assign specific case numbers and other unique identifiers to documents for tracking and recordkeeping purposes.

### **C.7 File Fields for New Debt Accounts**

C.7.1 The Contractor shall receive new debt accounts file transfers directly from the District agencies based on the agency's schedule which will be weekly, monthly, or other approved frequency. The District anticipates DMV and UMC will transmit weekly and the other agencies monthly.

C.7.2 The Contractor shall receive the file with various fields of information that may include, but are not limited to, the agency name, account number, citation/invoice number, date, debtor name, address, phone number, description/type of debt, amount of debt, debits or credits, penalties, payment amounts, payment method, payment account type, payment date, services suspended (Y or N), and other information as required. The Contractor shall work with each agency and the Contracting Officer Technical Representative (COTR) to define the file format and fields for each file to be received or sent by the Contractor.

C.7.3 The Contractor shall receive data files from District agencies in varying formats to include, but not limited to, Excel spreadsheets, Word documents, XML with XSD, and other electronic formats.

### **C.8 Transfer of Non-electronic Documents**

C.8.1 There may be delivery of new debt account and payment data that are not in an electronic format, i.e. hardcopy. The Contractor shall transform paper documents into an acceptable electronic format to perform collections services. Any costs for transformation of data would be included in the overall pricing submitted by the vendor.

### **C.9 File Fields for Payments**

C.9.1 The Contractor will receive an update file of payments from each District agency consisting of point of sale, lockbox, and offset payments. Frequency of update files will be agreed upon by CCU and the applicable District agency, but will vary from one agency to another agency.

C.9.2 The Contractor shall perform the transformation of agency data (ETL) of all the data fields in the record from the agencies and store the data within the Contractors system, ensuring Payment Card Industry (PCI) and Personally Identifiable Information (PII) standards are met.

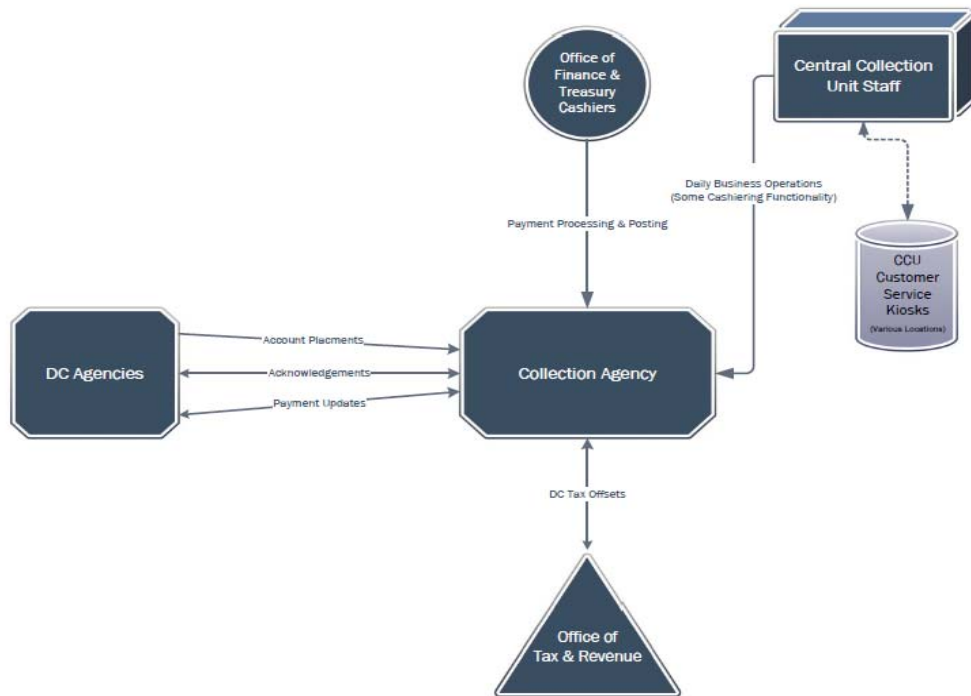
C.9.3 The Contractor shall scrub data files from agencies and update them with social security numbers (SSN) and/or Employer Identification Numbers (EIN). The Contractor shall pass this improved data file to the District for the specific use for payment and tax refund offsets.

C.9.4 The Contractor shall update addresses for the data received from agencies as necessary. The Contractor shall store the updated address with any previous address on record.

**C.10 File Transmission**

- C.10.1 The Contractor’s system shall provide real-time processing for DMV accounts and any other District agency determined by the CCU, so that transactions in the Contractor system are updated into the agency’s system in real-time.
- C.10.2 The Contractor’s system shall perform batch processing, batch controls, and have the ability to separate batch data based on specific data attributes.
- C.10.3 The Contractor will receive from the agencies an update of the assignment file that includes status changes such as payment, temporary suspension of collection activity, enrollment in an installment payment plan, vehicle immobilization, debtor is deceased, statute of limitations, or other as deemed appropriate. The format shall be accepted as provided. The Contractor shall receive the status changes at the frequency determined by the agency and the CCU. Any status changes for DMV files will be daily and the other agencies may be weekly.
- C.10.4 The Data Flow Diagram below provides the flow of data files between the Contractor, the District agencies and other internal interfaces.

C.10.5 Data Flow Diagram:



- C.10.6 The update files from the Contractor shall, at minimum, contain the following indicators: (1) individual or corporate debts; (2) payment collection point as the agency, the Contractor, or the CCU; and (3) the originating agency. The Contractor shall accommodate additional indicators that may be required by the District.

**C.11 Defining Collectible Population**

- C.11.1 The District reserves the right to define the collectible population of assigned accounts to be de-assigned. For example, the District may elect to write off debt in accordance with the CCU's debt discharge policy that has aged beyond a certain period of time or define certain debt categories that are deemed uncollectible.
- C.11.2 The Contractor will be notified in writing to de-assign the affected debt population. The Contractor shall de-assign the population and provide proof of the de-assignment to the COTR within two weeks of written notification.
- C.11.3 The District may elect to conduct an amnesty, settlement, or other type of revenue producing incentive program during the period of the Contract, offering customers with aged legacy debts, or other determined criteria, an incentive to pay. In that event, the Contractor shall be notified in writing and respond to all customer inquiries that derive from the notice. The Contractor shall, as directed by the CCU, initiate special programming, reporting, tracking, and offer other assistance dealing with customers and coordinating with the applicable agency and the CCU during the incentive program. These collections shall not be subject to the legacy debt contingency fee provisions, but shall be subject to the contractor's contingency fee on the amounts paid that applies to assigned debt under the Contract.

**C.12 Collection Fee**

- C.12.1 The District has adopted legislation that permits the addition of a collection fee to be added to all outstanding debt balances. The collection fee is subject to the contingency fee provision for the Contractor payments.
- C.12.2 The collection fee will be in some agencies' placement file; identified by a specified data field. The collection fee shall be added to the debt by the Contractor for the placement files that do not include the collection fee.
- C.12.3 The collection fee amount and any updates will be provided to the Contractor in writing by the CCU manager.

**C.13 Litigation**

- C.13.1 Only the OCFO Office of the Attorney General (OAG) is authorized to file suit on behalf of the District.
- C.13.2 The Contractor shall not litigate any of the assigned debts.

**C.14 Collection Services for Medical Debt**

- C.14.1 The District will assign the Contractor medical debt categorized as Self Pay and Balance Due claims after patient's insurance coverage.
- C.14.2 The Contractor shall perform collection activities for medical debt.

**C.15 Debtor Correspondence**

- C.15.1 All letters, notices and other written correspondence to debtors to be used by the Contractor in performing services under this Contract shall be approved by the District prior to use and shall:
1. State that the Contractor is under Contract with District for collecting certain non-tax debts;
  2. State that the information resulting from the Contractor's investigation will remain confidential; and
  3. Informs the addressee of how to contact the Contractor to provide information, the date by which the debtor must respond, and the consequences of not responding to the notice.

## **C.16 Remitting Collections**

- C.16.1 The Contractor shall deposit all gross remittances daily into the District-owned account dedicated to the CCU collections.

## **C.17 District and Federal Offset Payments**

- C.17.1 The District has legal authority to intercept District-issued refunds of payments to offset debts. The Contractor will be notified of offset payments through the payment updates files received from Office of Tax and Revenue (OTR) daily. Initially, the offset payments will include interception of the debtor's District income tax refund. In the future, offset of a payment to a debtor that is a vendor doing business with the District, interception of the debtor's Federal income tax refund where permitted, and any other offsets permitted by law will be added.

- C.17.2 The Contractor's contingency fee will not be applicable on offset payments.

- C.17.3 The Contractor shall return to the District the debtor's file for which the offset pays the debt balance in full. The Contractor shall continue to collect on any remaining balance.

## **C.18 Contractor's System**

- C.18.1 The Contractor's system shall allow for flexibility within the application for future changes in file types and layouts as required by the District. The Contractor's system shall at minimum provide files in an XML, Single-Record Tab Delimited Flat File or Multi-Record Tab Delimited Flat File format.

- C.18.2 As data is transmitted, the Contractor shall ensure security requirements are met for Personally Identifiable Information (PII) and PCI requirements. The Contractor shall transmit data through a secure file transfer protocol approved by the District and shall ensure data is encrypted and stored.

- C.18.3 The Contractor's system shall be able to receive files from all District agencies in the format as provided.

- C.18.4 The Contractor shall provide CCU personnel access to the Contractor's system to allow CCU personnel to accurately work debtor accounts simultaneously with Contractor staff and to access information pertaining to these accounts on an "as needed" basis. The CCU personnel will comply with security standards required by the Contractor.

- C.18.5 The Contractor's system shall provide data warehouse capabilities to allow CCU personnel to create and retrieve data from the data warehouse, perform analytics using operational data, and produce trends and patterns of data.
- C.18.6 The Contractor's system shall have the functionality to allow CCU personnel to archive and retrieve all CCU data within the Contractor's system.
- C.18.7 The Contractor's system shall allow OFT Cashiering Unit to process and post cash, checks, credit, and debit cards payments to debtor accounts, perform daily cashier reconciliation, and provide customer receipts.

### **C.19 Acknowledgement Files**

- C.19.1 The Contractor's system shall allow the CCU to access acknowledgment files for all transmissions the Contractor sends to the District and for all transmissions the Contractor receives from the District agencies. The acknowledgement file, at a minimum, shall include the total dollar amount of the file and the number of records. As agencies are added, additional information may be required.
- C.19.2 When an agency transmits a file to the Contractor, the Contractor shall send an acknowledgement file or report, depending on the agencies' requirements, the same day received with the number of records and the dollar amount value of the file. This shall be used to validate the file and confirm receipt of all file information.
- C.19.3 The form of the acknowledgement (e.g. word or electronic file, email, etc.) will be determined by agency. Issues or file problems shall be directed to the respective agency sending the file or the CCU. A contact person will be provided for each agency for IT concerns and file related issues.

### **C.20 Installment Payment Plan**

- C.20.1 The Contractor is authorized to enter into an installment payment plan permitting customers to pay an agreed dollar amount on a scheduled basis on the total balance due not to exceed 12 months. The Contractor shall receive the CCU Manager or his/her designee approval prior to entering into installment plans longer than 12 months.
- C.20.2 The Contractor's installment payment plan shall include the suspension of collection activity, including suspension of referrals to credit bureaus for participating customers as long as the debtor maintains the payment terms contained in the installment payment plan agreement.
- C.20.3 The Contractor's installment payment plan agreement shall include a statement that the District is not involved in the authorization (with the exception of plans greater than 12 months or compromise settlements). The establishment and maintenance of these plans and any customer service and payment issues raised by customers shall be handled by the Contractor.
- C.20.4 The Contractor shall apply its contingency fee on installment plan payments in accordance with the contingency fee provisions.



C.20.5 The Contractor's system shall allow CCU personnel to establish payment plans with direct involvement with the debtor. The documentation and follow up for these will be handled by the CCU. If any of the debts to be included in these payment plans have been assigned to the Contractor, the District may elect to suspend collection activity, and will subsequently recall the debt. The debt will not be eligible for a contingency fee.

C.20.6 Installment plan recipients shall be able to have payments directly debited from their personal bank account or card. The Contractor shall provide a NACHA format in which to initiate the debit monthly.

### **C.21 Compromise Settlements**

C.21.1 Any proposal by a debtor presented to the Contractor to accept less than the full value of the debt must be approved by the CCU Manager or his/her designee before the Contractor accepts said proposal. The Contractor shall furnish a written proposal for such a compromise settlement, a report of the relevant facts regarding the debtor's debt, and the Contractor's recommendations. In normal circumstances, the CCU Manager shall respond to the proposed compromise settlement within 48 hours or shall notify the Contractor as to when a determination by the District will be made.

### **C.22 Suspension of Collection Effort**

C.22.1 The Contractor will be authorized to make collection efforts once assigned a debt. If a debt is deemed uncollectible due to bankruptcy, death or other reason as determined by the Contractor or the CCU Manager, it shall be documented as uncollectible in the Contractor system.

C.22.2 The Contractor shall suspend action on any debt account assigned for collection upon notification to suspend by the CCU Manager and update the account history and debtor information with the Contractor's collection efforts to date.

C.22.3 The Contractor shall also suspend collection efforts in the event the Contractor receives notice that any proceeding under the federal bankruptcy code has been filed by the debtor. The Contractor shall update the customer's record with all details of the proceeding including the bankruptcy notice, case number, chapter, court district, and date filed.

C.22.4 All payments received prior to the debt being deemed uncollectible or notification that collection efforts shall be suspended, are eligible for the Contractor to receive its contingency fee.

### **C.23 Reports**

C.23.1 The Contractor's system shall generate ad hoc reports and export reports in Excel, Word, Adobe PDF, XML, Tiff, HTML, and CSV formats.

C.23.2 The Contractor's system shall have capabilities to filter and provide report creation options by agency, account number, age of debt, debt type, time period, and amount collected.

- C.23.3 The Contractor's system shall provide the COTR a monthly Performance Analysis no later than 15 calendar days after month end.
- C.23.4 The Performance Analysis (PA) shall include the following information:
- a) The total number and aggregate value of accounts placed for the previous month.
  - b) The total number and aggregate value of accounts placed during the Contract period to date.
  - c) The gross collections for the previous month and on a cumulative basis from the date of Contract commencement.
  - d) The total number and aggregate value of cancelled and returned accounts, for the previous month and on a cumulative basis.
  - e) The total number and aggregate uncollected value of the current inventory of accounts.
  - f) The debts reported to credit bureaus in the previous monthly file.
  - g) Collection rate month-to-month and year-to-year by aged debt.
  - h) Age of debts from the date of delinquency.
- C.23.5 The Contractor's system shall provide the COTR, for each agency for whom debt is collected, a Monthly Agency Report with the following information:
- a) The total number and aggregate value of accounts placed for the previous month.
  - b) The total number and aggregate value of accounts placed during the Contract period to date.
  - c) The gross collections for the previous month and on a cumulative basis from the date of Contract commencement.
  - d) The total number and aggregate uncollected value of the current inventory of accounts.
- C.23.6 The Contractor's system shall provide a monthly Aging Inventory Summary this gives a snapshot of the total inventory, by quantity and dollar amounts, within aging categories of 0-30 days, 31-60 days, 61-90 days, 91-120 days, 121-180 days, 181-365 days and over 365 days.
- C.23.7 The Contractor's system shall provide a Regression Analysis (RA) report that gives a monthly snapshot of the last 12 month period and an October to September snapshot of all accounts placed and payments received. The report shall include the following: monthly and yearly regression, number of accounts placed, gross amount of dollars placed, amount of payments collected, net dollar amount still outstanding and a breakdown showing which months the said payments were received by dollar and percentages.
- C.23.8 The Contractor's system shall provide the COTR, the following monthly reports for each agency:
- A. Aging Inventory with the following categories: Debtor Number, Debtor Name, Client Reference Number, Client Code, Referral Amount Paid, Current Balance, Status, Referral Date
  - B. Regression Analysis
  - C. Performance Analysis
- C.23.9 As agencies are added for collections services under the Contract, the Contractor shall accommodate additional information reporting required for the Monthly Agency Reports.

- C.23.10 The Contractor shall provide the COTR same day notification of customer overpayments. The cleared funds related to overpayments shall be deposited in accordance with Section C.16, Remitting Collections. The CCU will be responsible for reimbursing customers.
- C.23.11 The Contractor's system shall provide an aggregate report monthly of the discharged debts.
- C.23.12 The Contractor's system shall provide a daily report that summarizes the bank deposits.
- C.23.13 The Contractor's system shall provide a monthly report that itemizes the following: payment location, payment date, account name, debt account number, date debt issued, initial balance, amount paid, fees or other collection amounts, and payment type.
- C.23.14 The Contractor's system shall provide a Settlement Report that can be accessed daily of all payments and types that are accepted by OFT cashiers. This report shall itemize the following: Payment date, amount, and each tender type separated by agency debt type categories.
- C.23.15 The District may request additional reports in the future.

## **C.24 Record Inspection**

- C.24.1 The Contractor shall maintain electronic records for a minimum of seven years for all accounts, ledger records that reflect the original balance and collections, correspondence received and sent, and phone call logs. The District shall have the right to request such records without advance notice, at any time. The CCU reserves the right to confirm the accuracy of all payment information furnished by the debtor directly.

## **C.25 Facility**

- C.25.1 The Contractor shall perform the required services at the Contractor's facility. The Contractor's facility shall include all equipment, communications and resources necessary to perform the required services during the Districts normal business hours. If or when an unforeseen emergency occurs facilities would need to remain open and operational until corrected. Additionally, facility would need to remain operational during a specific initiative on specific day(s).
- C.25.2 The facility shall have features that prevent unauthorized access and that maintain control over data and documents related to the CCU processing.
- C.25.3 The Contractor shall make available its facility, including its information system, for audit or inspection by the District at any time. The Contractor shall provide the District a tour of the facility and its operations at least annually, upon reasonable advance written notice.

## **C.26 Disaster Recovery Plan**

- C.26.1 The Contractor shall maintain a Disaster Recovery Plan, approved by the District, that include the necessary actions and timeline to ensure that operations continue and data integrity is

maintained during emergency situations. The Disaster Recovery Plan shall support CCU personnel's access to the Contractor's system to conduct operations during normal business hours; 8:00am to 6:00pm, Monday through Friday.

### **C.27 Staff Management and Organization**

C.27.1 The Contractor shall provide key staff, management, and supervision necessary to successfully complete the required services. The Contractor shall ensure that key personnel, including customer service staff, have demonstrated experience working in a primary or secondary collections environment.

C.27.2 The Contractor's key personnel in charge of operations, implementation, management, and IT activities shall have experience related to the performance of the required services. The Contractor shall notify the District of any planned change in key personnel at least two weeks in advance and shall submit a résumé for the proposed replacement so the replacement can be approved by the District prior to taking on their (new) responsibilities. The District reserves the right to request the removal of key personnel at any time.

### **C.28 Background Checks**

C.28.1 The Contractor shall ensure that a background check is conducted for all staff to perform or support the required services. The background check shall include a criminal background check, a financial background check, and drug screening to identify any person who has been or subsequently becomes convicted of any criminal offense involving dishonesty or breach of trust. The background check shall also include:

1. Address history database with Social Security Number (SSN) Validation
2. Seven (7) year comprehensive criminal
3. Multi-source/National Criminal Database
4. Federal Court Searches (each state where applicable)
5. Seven (7) year civil search
6. Employment (Seven (7) year verification up to three (3) employers)
7. Office of Foreign Assets Control (OFAC)/Global Sanctions
8. Five (5) panel drug screen

C.28.1 The Contractor shall not have staff work in conjunction with this Contract who have been convicted of any criminal offense involving dishonesty or breach of trust or who has a positive drug screen.

C.28.2 The Contractor shall submit a letter of attestation after Contract award but prior to commencement of collection activity and annually thereafter to the COTR, attesting to the fact that background checks have been completed in accordance with the Contract and that no Contractor staff performing services in conjunction with the Contract has identified criminal offense involving dishonesty or breach of trust or has a positive drug screening.

**C.29 Staffing Plan**

- C.29.1 The Contractor shall ensure the COTR is provided the latest staffing plan that, at minimum, provides 1) the titles or positions for all staff providing or supporting the delivery of the required services and 2) the percentage of time each title or position for all staff shall spend in the delivery of the required services.
- C.29.2 The Contractor shall provide resumes for all managers presented on the Contractor's staffing plan and for all IT and technical staff that will work with agencies to perform protocol setup and data reformatting.
- C.29.3 The Contractor shall provide one point of contact assigned as the Project Manager for coordinating Contract activities with the District and for the District to direct account questions and concerns.
- C.29.4 The Contractor shall maintain an organization chart that correlates to the lines of responsibility and accountability within the Contractor's organization as related to this Contract. The Contractor shall provide updates of the organization chart to the COTR whenever the staffing model changes.

**C.30 Position Descriptions**

- C.30.1 The Contractor shall ensure the COTR is provided a position description for each of the staff positions identified in the Contractor's Staffing Plan and Organization Chart. The position descriptions shall include, at least, the minimum education requirements, experience requirements, responsibilities, supervisor, and performance measures for evaluations and reviews.

**C.31 Staff Training and Development**

- C.31.1 The Contractor shall conduct staff training and development to ensure that staff performing the required services is knowledgeable of the applicable operations of the Contractor's collection program.
- C.31.2 The Contractor's Training Plan shall include or address, at a minimum, the following:
- a) Federal Fair Debt Collection Practices Act (Applicable Document #1).
  - b) Fair Credit Reporting Act (Applicable Document #2).
  - c) Telephone Consumer Protection Act (TCPA)
  - d) Health Insurance Portability and Accountability Act (HIPAA)
  - e) Identification of all users of the system including Contractor staff responsible for performing daily functions related to the required services.
  - f) Overview of the Contractor's operations including the approved collection strategy and any accompanying policies and procedures including process flow diagrams.
  - g) A workflow of the Contractor's system functionality.
  - h) Contractor's security measures.
  - i) Description and discussion of all required forms and reports.

- j) Customer service performance measures and customer disputes including call scripts and dispute guidelines.
- k) Testing and evaluation tool to measure the staff's proficiency on training.
- l) Periodic updated training to incorporate revised procedures associated with changes in DC law and regulations, as well as changes to CCU related policy and procedures and areas to be improved as a result of the Contractor's quality assurance program to address customer service concerns. At a minimum, the periodic training shall include annual refresher training.

C.31.3 The Contractor shall develop and submit all training and call scripts for the review and approval of the COTR within thirty (30) days of the Contract effective date.

C.31.4 The Contractor shall provide the COTR evidence that each staff member has successfully completed training in a satisfactory manner prior to performance of work under the Contract. The Contractor shall ensure that staff members who have not demonstrated their proficiency in the training material shall not be allowed to work on the project.

### **C.32 Physical and Systems Security**

C.32.1 The Contractor shall maintain physical and systems security procedures that include steps and controls to be taken to prevent and minimize instances of theft, embezzlement, and identity theft.

C.32.2 The Contractor shall have security in place to safeguard and protect Patient Health Information on any debts assigned from United Medical Center in accordance with federal law.

C.32.3 The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPPA). The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).

C.32.4 The Contractor shall report any incidences of theft and security breach including, but not limited to, diversion of receipts to non-approved accounts, or unauthorized alteration, copies of, or deletion of data to the COTR via phone and e-mail within one (1) day of discovery of the incident. The Contractor shall include the nature of the occurrence, steps being taken to investigate, and steps that have been taken to prevent future reoccurrence of the incident.

C.32.5 The Contractor shall provide copies of all of the District's data files, attachments and images for, back-up and archival purposes, upon request.

### **C.33 Collections Strategy**

C.33.1 The Contractor shall maintain a collection strategy for the assigned debt accounts.

C.33.2 The strategy shall include:

- a. Performing an analysis of the assigned debts to target the frequency of message and collection tools which may be varied based on dollar amount and/or age of the debt.

- b. Cross reference submissions to consolidate debtors with multiple debts due to the District of Columbia.
- c. Determining the appropriate application of a predetermined set of collection techniques to target groups.
- d. Performing all work in accordance with the Federal Fair Debt Collection Practices Act, the Fair Credit Reporting Act and Health Insurance Portability and Accountability Act.
- e. Devising and employing industry-standard collection techniques such as dunning letters, personalized correspondence, telephone messages, personal calls, skip tracing techniques on bad addresses, address correction, and referral of delinquent accounts to national credit reporting agencies.
- f. A customized collection strategy for the legacy debts. The legacy debt strategy shall particularly target out of state (including Maryland and Virginia) photo, moving, and parking tickets.

C.33.3 The collection strategy shall include metrics to measure success and to trigger periodic reviews and refreshes. A report of the Contractor's collection strategy shall be provided to the District upon request.

#### **C.34 Credit Bureau Notices**

C.34.1 The Contractor shall adhere to all current and future laws and regulations, for Federal, State, and the District as it pertains to credit bureau reporting and collection services.

C.34.2 The Contractor shall notify debtors via U.S. mail at least 30 days prior to the referral of an assigned debt to a credit bureau specifically stating the intent to refer. Debts not paid in full within 30 days following the mail date of the notification shall be eligible for credit bureau reporting. The Contractor shall be the reporting agent for credit bureau referrals.

C.34.3 The CCU may place liens on some debtors. Information on liens placed and liens satisfied will be forwarded to the Contractor and the Contractor shall report the information to the credit agencies.

C.34.4 The Contractor shall promptly update credit bureau account reports in order to verify that new listings and payments are reported in a timely manner.

C.34.5 The Contractor shall submit drafts of debtor notices to the COTR or designee for approval prior to mailing.

C.34.6 The Contractor shall ensure that the mailing of debtor notices expected to derive a large volume of calls or correspondence be mailed incrementally to prevent spikes in correspondence associated with the debtor notices.

#### **C.35 Performance Costs**

C.35.1 The Contractor shall be responsible for all costs of collection activities incurred in performance of this Contract.

C.35.2 The Contractor shall pay all interchange fees and processing charges (“merchant fees”) assessed by Visa, MasterCard, American Express, or Discover credit card networks for credit card transactions that are made by Contractor’s Payment Portal or by phone. The Contractor shall pay for its own banking services.

C.35.3 The Contractor shall utilize the District’s exclusive Merchant Processor which is Chase Paymentech.

### **C.36 Telephone Communications**

C.36.1 The Contractor shall ensure that responses to incoming phone calls are polite and professional, and that the customer receives satisfactory information to address the nature of the inquiry.

C.36.2 Telephone scripts shall include:

1. Methods of obtaining positive identification of the debtor (individual, partner, corporate officer or representative),
2. Caller identifying himself or herself as an employee of the Contractor, and
3. A statement that the Contractor is under Contract with the District to assist debtors in resolving their delinquent debts owed to the District.

C.36.3 On an as needed basis, such as at a debtor’s request, the Contractor shall contact the responsible party at the CCU for obtaining copies of the notification of charges, invoices, bills, or any other proof of debt needed to demonstrate debtor’s obligation with the District.

C.36.4 Outgoing Calls: The Contractor’s attempts to reach a customer by phone and all other telephone communications shall be in accordance with Fair Debt Collection Practices Act and the Telephone Consumer Protection Act (TCPA).

C.36.5 Recording of Phone Calls: The Contractor shall record all phone calls and maintain the recordings for a period of 90 days.

C.36.6 Telephone Communication Audits: The Contractor shall perform audits of incoming and outgoing calls on a monthly basis and compile the results in a Telephone Communication Audit Report. The Contractor shall forward to the COTR or designee, on a monthly basis no later than 15 calendar days from month end, the Telephone Communication Audit Report and a copy of all written audits listing a unique recording number for each call. From the report, the COTR or designee may request a select number of calls for review. The Contractor shall provide recordings in WAV format within two working (2) days of the COTR’s written request. The COTR or designee will review calls for compliance with Customer Service standards.

C.36.7 The COTR reserves the right to request that any Contractor personnel no longer provide services under the Contract if they are found not following the established policies and procedures related to telephone communication.



**C.37 Payment Portal**

C.37.1 The Contractor shall maintain a secured payment portal for the benefit of debtors for the purpose of payment collection through electronic methods, including credit and debit cards and e-check (checking account debit).

**C.38 Annual Audit Report**

C.38.1 In addition, the Contractor shall provide annually Statement on Standards for Attestation Engagements No. 16 (SSAE16) Report focused on the review of payment transactions performed for this Contract, including eligibility for a contingency fee, completeness of data to support billing, and verification of billing accuracy. The SSAE 16 report shall also review the integrity of the daily and weekly file transfer process.

C.38.2 The SSAE 16 Report shall specifically be a SSAE16 SOC 1, Type 2 report. The annual reporting cycle shall be consistent with the District's fiscal year.

C.38.3 The Contractor shall provide the District with a signed letter from a PCI SSC certified Quality Security Assessor that states the Contractor has satisfactorily met the Payment Card Industry Data Security Standard (PCI-DSS). The PCI letter shall be provided no later than 30 days from Contract award and an updated letter provided annually thereafter.

**C.39 Project Plan**

C.39.1 Once the Contract is awarded, a transition phase shall begin with a series of meetings with the District's transition team, consisting of members of the CCU. The Contractor shall provide a Project Plan within two weeks of the Contract effective date that includes a work breakdown structure to achieve the following objectives:

- a) Minimize risk
- b) Expedite implementation
- c) Educate the Contractor on the CCU and its processes
- d) Establish a structure to ensure proper control in the transition and implementation of services
- e) Major tasks
- f) Define responsible party and their roles and responsibilities in the completion of the required services
- g) Deliverables
- h) Timetable and milestones
- i) Testing plan to include the tasks, resources, milestones and schedule for testing the integration of the assignment files
- j) Automated interface plan, to include the scope, technologies, tools and methods for transmitting and receiving data
- k) Training plan for all technical and business end users prior to implementation of the System in the production environment
- l) Systems staff responsible for administering the system

- m) Information on the system architecture, functions, database, installation, and any other tasks normally required of a system administrator
- n) Finalize reporting requirements and report delivery methods
- o) Finalize disaster recovery plan
- p) Finalize system security plan staff to comprise transition team

C.39.2 The Project Plan shall incorporate the stated timeline for transition, including facilities, staff, security, procedures manual and training materials, file transmission, and reporting. This is not an exhaustive list and the Contractor shall provide the level of detail in its Project Plan necessary to ensure that any required elements are addressed in a timely manner to ensure a smooth transition. The schedule for the Project Plan, including the testing plan, shall provide for (1) the Contractor's system being operational and (2) the Contractor's staff and facility being fully prepared 90 days after Contract award. The Contractor shall perform simultaneously the establishment of required IT systems interfaces as to commence full performance of collection services according to the Project Plan.

C.39.3 The Contractor shall describe in the Project Plan a comprehensive approach, method, and lifecycle to conduct testing. Testing shall include all systems integration and test development life-cycle phases. Testing of interfaces and data exchanges shall be coordinated with all systems.

C.39.4 The Contractor shall provide 30 days after award a draft of its procedures manual describing exactly how each step of their collection process shall work. The manual shall contain the collection strategies, all notices and forms, formats, scripts, computer screens, copies of all statutes and regulations that will govern collection activity, flowcharts describing the work performed, job descriptions, file transfer layouts and protocol, and the layout of the facility including security features. The Contractor shall make changes to this draft based on the District's feedback during the transition team meetings with a final copy due at least one week after the final transition meeting or otherwise directed by the COTR.

C.39.5 The Contractor shall provide full cooperation in furnishing or making available to the District, whenever requested and in an expeditious manner, any records, information, materials and data relating to the performance of work under this Contract. This shall include workplace access to observe work in progress.

C.39.6 The District reserves the right to request face-to-face meetings or conference calls with the Contractor, as required for implementation or service issues, at no additional cost to the District.

#### **C.40 Transition Out of Service Plan**

C.40.1 The Contractor shall cease all outgoing collection activities 60 days prior to the end of the Contract. No collection services on debt assigned shall extend beyond the end date of the Contract.

C.40.2 The Contractor shall continue to service customer accounts up to 30 days prior to the end of the Contract.

- C.40.3 The Contractor shall request credit bureaus to de-list all currently listed ticket accounts 60 days prior to the end of the Contract.
- C.40.4 At the close of business on the end date of the Contract, the Contractor shall load a message on the Contractor's DC-dedicated telephone number to forward calls to the Central Collections Unit. The District will provide the phone number to the Contractor in advance.
- C.40.5 At the close of business of the end date of the Contract, the Contractor shall move ticket database records offline for audit or reporting purposes as of the end date of the Contract and retain in archive status for a period of seven (7) years.
- C.40.6 The Contractor shall provide upon request ticket database records, for audit or reporting purposes, to the District during the aforementioned period of seven (7) years at no cost.
- C.40.7 The Contractor shall not receive a contingency fee on any ticket payment that is received by the District on or after the date following the end date of the Contract irrespective of any prior collection activity that may have been undertaken.
- C.40.8 The Contractor shall provide current records at the end date of the Contract in with the following data attributes: Debtor Name, Address, Phone Number, Debt Amount, Account number and/or Ticket Number, partial payments, payment plans (ticket and insurance), originating agency, date assigned, balance outstanding, amounts collected, and status of account. For any payment plans, the Contractor shall provide the debtor records from the beginning of the collection period to the end of the Contract period.
- C.40.9 In addition to the requirement in this Section, the Contractor shall develop and submit to the COTR a Transition out of Service Plan with further details of the Contractor's plan to be utilized at the end date of the Contract. The Contractor shall submit the plan to the COTR within thirty (30) days of contract effective.

#### **C.41 Optional Interfaces**

- C.41.1 The CCU may utilize kiosks as virtual work stations at various points of sale at a time to be determined in the future. As an option to be exercised at the District's discretion, the Contractor shall interface with the kiosk solution based on the specified requirements of the District's kiosk contractor.
- C.41.2 As an option to be exercised at the District's discretion, the Contractor shall interface with the Office of Pay and Retirement Services (OPRS) system (currently PeopleSoft) to send and receive files of delinquent District employee accounts. The files shall be in a required format with required fields of information such as SSN or Employer ID Number. The Contractor's system shall accept update files reflecting OPRS payments and provide updates to the respective District agency of the originating debt in the file transfer process.
- C.41.3 As an option to be exercised at the District's discretion, the Contractor shall interface with the Recorder of Deeds (ROD) system to allow CCU staff to initiate lien filings in ROD's system. Once filed, ROD will send electronic updated lien information to the Contractor's system and

the Contractor's system shall associate the information with debtor file. The Contractor shall comply with the file format and required fields of information such as the debtor name, street address, Ward number (if available), type of liability(s), amount of each liability, total liability, date lien filed, lien fee, lien identification number, and any other pertinent information as determined by ROD.

- C.41.4 As an option to be exercised at the District's discretion, the Contractor shall interface with the Office of the Attorney General's system to initiate and track civil suits and related activity through automation and interfacing. The Contractor shall comply with the file format and required fields of information as determined by OAG.
- C.41.5 As an option to be exercised at the District's discretion, the Contractor shall interface with the District's ASPECT telephony system for some data sharing. The Contractor shall comply with the file format and required fields of information as determined by the OCIO Telephony Project team.

**SECTION D****PACKAGING AND MARKING****D.1 PACKAGING**

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

**D.2 MARKING**

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

**SECTION E****INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES****E.1 INSPECTION**

- E.1.1 All supplies and services provided by the Contractor under this contract shall be subject to inspection by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1 (b).
- E.1.2 Inspection of Supplies
- (a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
  - (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
  - (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
  - (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
  - (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
    - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the

additional cost of inspection or test.

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

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

### E.1.3 Inspection of Services

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

## E.2 ACCEPTANCE

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

## E.3 WARRANTY OF SERVICES

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

E.3.2 Warranty Provision:

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and



conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor *within 30 days from the date of discovery*. This notice shall state either:

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

If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

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

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

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

**F.3 DELIVERABLES**

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

F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in Section I.31 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.6.

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

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

The Contracting Officer for this contract is:

Dorothy Whisler Fortune, Esq.CPPO  
Director and Chief Procurement Officer  
Office of Contracts  
Office of Management and Administration  
Office of the Chief Financial Officer  
1100 4<sup>th</sup> Street SW Suite 610 East  
Washington, DC 20024  
Phone: 202-442-8078  
Email: [dorothy.fortune@dc.gov](mailto:dorothy.fortune@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:

Alice Cooke, Program Analyst  
Central Collections Unit  
Office of Finance and Treasury  
Government of the District of Columbia  
1101 4th Street, SW, 8th Floor  
Washington, DC 20024.

Telephone: 202-442-8891

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

**G.2 INVOICE PAYMENT**

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

**G.3 INVOICE SUBMITTAL**

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

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

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

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

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

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

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

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

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

G.4.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

#### **G.4.2 Payments to Subcontractors**

G.4.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

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

G.4.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.4.2.2 The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

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

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

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

**G.4.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.**

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

**G.4.3 Subcontract requirements**

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

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

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

**G.6 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

G.6.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final requests for payment shall be accompanied by the report or a waiver of compliance pursuant to Section I.31.

G.6.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement requirements

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 STAFFING

The Contractor shall not employ or permit the employment of any unfit or unqualified person or persons not skilled in the tasks assigned to them by the contractor. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to the District for all acts and omissions of the Contractor's employees, agents and subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents and subcontractors performing the services under the Contract. Any person employed by the Contractor shall, 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.
- (b) For each government-assisted project for which a certified joint venture is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises.
- (c) For each government-assisted project of \$1 million or less for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the on-site work with its own workforce.

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

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

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

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

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

H.3.7 A Beneficiary shall submit within 15 days of contract award, to the Contracting Officer, project manager, District of Columbia Auditor and the Director of the Department of Small and Local Business Development copies of the executed contracts with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.

- H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development and District of Columbia Auditor upon the initiation and completion of a project.
- H.3.9 Within 15 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development, the Contracting Officer, project manager and the District of Columbia Auditor which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:
- (a) The price to be paid by the contractor to the subcontractor;
  - (b) A description of the goods procured or the services contracted for;
  - (c) The amount paid by the contractor to the subcontractor under the subcontract; and
  - (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.
- H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, project manager and the District of Columbia Auditor to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.
- H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.
- H.3.12 Waiver of Subcontracting Requirements
- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
  - (b) Prior to submission of bids or proposals, the Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request with the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary's efforts to secure involvement by Certified Business Enterprises, no later than November 1, 2016. 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.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 CRIME INSURANCE**

The Contractor shall maintain crime insurance with a limit of not less than one million dollars (\$1,000,000) protecting the District against losses, including lost income, lost profits, extra expenses and other consequential losses suffered by the District, resulting from loss of property (including money, securities, etc.) by robbery, burglary, or theft, or the loss of money, securities or District tickets because of destruction or disappearance. The Contractor shall provide the District with proof of such coverage no later than October 1st of each year the Contract is in effect.

**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 <http://does.dc.gov/service/wage-and-hour-compliance> or contact the Department of Employment Services at (202) 724-7000.

**I.2 WAIVER**

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



**I.3 INDEMNIFICATION**

- I.3.1 The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.
- I.3.2 The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

**I.4 TRANSFER**

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

**I.5 TAXES**

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

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

Exempt from Maryland Sales Tax, Registered with The Comptroller of The Treasury –  
Exemption No. 09339

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

**I.6 OFFICIALS NOT TO BENEFIT**

- I.6.1 Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (Procurement Practices Reform Act of 2010, D.C. Law 18-0371, D.C. Official Code, section 2-359.10, and Chapter 18 of the DC Personnel Regulations)
- I.6.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**I.7 DISPUTES**

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

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

account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

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

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

## **I.8 CHANGES**

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section I.7 Disputes.

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

## **1.9 TERMINATION FOR DEFAULT**

- A. The District may, subject to the provisions of paragraph C., below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified within the project work plan or any extension thereof; or (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- B. In the event the District terminates this contract in whole or part as provided in paragraph A. above, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated; and the Contractor shall be liable to the District for any excess costs for similar supplies or services. Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.

- C. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called “manufacturing materials”) as the Contractor has specifically produced or specifically produced or specifically acquired for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provision of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for a termination for convenience be the same as if the notice of termination had been issued pursuant to such clause. Section I.10 “Termination for Convenience.”
- F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.
- G. As used in paragraph C., above, the terms “subcontractor” and “subcontractors” means subcontractor(s) at any tier.

#### **I.10 TERMINATION FOR CONVENIENCE**

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

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

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all contracts to the extent they relate to the work terminated.
- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter

into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

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

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

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

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

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

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

(iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the



Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

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

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

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

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

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

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

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

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

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

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

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

- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

#### **I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS**

- A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
- (1) the Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment made under this contract.
- (2) There has been any breach or violation of:
- (A) Any provision of the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq., or
- (B) The contract provision against contingent fees.
- B. If a contract is terminated pursuant to this section, the Contractor: (i) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and (ii) shall refund all profits or fixed fees realized under the contract.
- C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

**I.12 EXAMINATION OF THE BOOKS**

- I.12.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- I.12.2 The Contracting Officer, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract.

**I.13 NON-DISCRIMINATION CLAUSE**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- (b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D.C. Register, Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor’s Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
  - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression,

familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

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

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

- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the Contracting Officer, the Contractor may request the District to enter into such litigation to protect the interest of the District.

#### I.14 SERVICE CONTRACT ACT OF 1965

##### Definitions:

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

- A. **Applicability.** To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29CFR 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C, 29 CFR 4.
- B. **Compensation:** (i) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary’s authorized representative, as specified in any attachments to this contract; (ii) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation for final determination to the Office of Government Contract Wage Standards, Wage and Hour Division Employment Standards Administration (ESA), and the Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation. (iii) If the term of this contract is more than one (1) year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every two (2) years under wage determinations issued by ESA.

- C. **Minimum Wage.** In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligations to pay a higher wage to any employee.
- D. **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c (b) apply or unless the Secretary of Labor or the Secretary's authorized representative - (i) Determines that the agreement under the predecessor was not the result of arms-length negotiations, or (ii) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality.
- E. **Notification to Employees.** The Contractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the work site, using such poster as may be provided by the Department of Labor.
- F. **Safe and sanitary working conditions.** The Contractor shall not permit services called for by this contract to be performed in building or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- G. **Records.** The Contractor shall maintain for three (3) years from the completion of the work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
- (i) For each employee subject to the Act –
    - (a) Name and address;
    - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided;
    - (c) Rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
    - (d) Daily and weekly hours worked; and
    - (e) Any deductions, rebates, or refunds from total daily and weekly compensation.

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

percent of the minimum rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

### **I.15 RECOVERY OF DEBTS OWED THE DISTRICT**

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

### **I.16 NON-DISCLOSURE AGREEMENT**

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

### **I.17 GOVERNMENT PROPERTY**

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

### **I.18 RIGHTS IN DATA**

#### **A. Definitions**

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether



in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

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

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

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

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

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

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

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

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

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

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

**F. Indemnification and Limitation of Liability**

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

**I.19 PATENTS**

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

**I.20 RESEVED****I.21 APPROPRIATION OF FUNDS**

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

**I.22 MULTIYEAR CONTRACT**

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of this contract. Unless otherwise provided for in this contract, the effect of termination is to discharge both the District and the Contractor from future performance of the Contract, but not from their existing obligations. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not amortized in the price of the supplies or services delivered under the Contract.

**I.23 RESERVED****I.24 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS**

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

**I.25 CONTRACTS THAT CROSS FISCAL YEARS**

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

**I.26 RESERVED****I.27 AMERICANS WITH DISABILITIES ACT OF 1990 (“ADA”)**

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

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

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

**I.29 RESERVED****I.30 INSURANCE**

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

All required liability policies shall include the Government of the District of Columbia as an additional insured and shall contain a waiver of subrogation.

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

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

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

#### B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for five (5) years following final acceptance of the work performed under this contract.

D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should his insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

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

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- I.31 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**
- I.31.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- I.31.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
  - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- I.31.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- I.31.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

- I.31.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- I.31.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- I.31.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- I.31.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- I.30.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Section I.7.
- I.31.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**I.32 COVENANT AGAINST CONTINGENT FEES**

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

**I.33 HEALTH AND SAFETY STANDARDS**

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

**I.34 FORCE MAJEURE**

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

**I.35 GOVERNING LAW**

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

**I.36 ORDER OF PRECEDENCE**

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

- (1) Contract
- (2) Contract Attachments
- (3) BAFO dated June 29, 2018
- (4) Contractor Proposal dated December 28, 2016



**SECTION J**  
**ATTACHMENTS**

The following attachments are hereby incorporated.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	DC Agencies Covered by CCU Legislation
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2015-4281, Revision 12, Dated December 26, 2018
<b>J.3</b>	Bidder/Offeror Certifications
<b>J.4</b>	Doing Business with Integrity

**SECTION K**

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

**K.1 AUTHORIZED OFFICERS**

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


<u>Arnold S. Harris, Esq., President and Chief Executive Officer</u>	<u>(312) 423-7400</u>
<u>David L. Harris, Executive VP and Chief Operating Officer</u>	<u>(312) 423-7444</u>
<u>John O. Zugschwert, Senior VP and Chief Marketing Officer</u>	<u>(312) 423-7458</u>

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

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


Harris & Harris has no pending legal claims against the District.

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

<u></u>	<u>9/26/18</u>	<u>President and CEO</u>
Signature	Date	Title

**K.3 TERMS AND CONDITIONS CERTIFICATION**

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

<u></u>	<u>9/26/18</u>	<u>President and CEO</u>
Signature	Date	Title

## ATTACHMENT J.1

### DC Agencies Covered by CCU Legislation

Compliance List of District of Columbia Agencies
ABRA - Alcoholic Beverage Regulation Administration
CAH - Commission on the Arts and Humanities
CFSA - Child and Family Services Agency
DCHA - DC Housing Authority
DCHFA - DC Housing Finance Authority
DCCSB – District of Columbia Charter School Board
DCOA/ORM – Office on Aging
DCOZ - Office of Zoning
DCPL – Public Library
DCPS - District of Columbia Public Schools
DCRA – Department of Consumer and Regulatory Affairs
DDOE - District Department of the Environment
DDOT - District Department of the Transportation
DDS/ODR - Department of Disability Services
DGS - Department of General Services
DHCD - Department of Housing and Community Development
DHCF - Department of Health Care Finance
DHS - Department of Human Services
DISB - Department of Insurance, Securities and Banking
DISB - Department of Insurance, Securities and Banking
DMH - Department of Mental Health
DMPED - Office of the Deputy Mayor Planning and Economic Development
DMV – Department of Motor Vehicles
DOC - Department of Corrections
DOES - Department of Employment Services
DOH - Department of Health
DPR - Department of Parks and Recreation
DPW – Department of Public Works
DSLBD - Department of Small & Local Business Development
DYRS - Department of Youth Rehabilitation Services
EOM/DCHR - Department of Human Resources
FEMS - Fire and Emergency Medical Services Department
HBX - Health Benefit Exchange Authority
MPD - Metropolitan Police Department

MPTD - Office of Motion Picture and Television Development
OAG – Office of the Attorney General
OCA – Office of the City Administrator
OCME/CJCC - Office of the Chief Medical Examiner/Criminal Justice Coordinating Council
OCTO - Office of the Chief Technology Officer
OFRM – Office of Finance and Resource Management
OFRM/OCA - Office of the City Administrator
OFT/ Office of Finance and Treasury
OP- Office of Planning
OPC/PSC - Office of the People's Counsel/Public Service Commission
OPEFM - Office of Public Education Facilities Modernization
OSSE - Office of the State Superintendent of Education
OUC/EMA – Office of Unified Communications/Emergency Management Agency
TC- Taxicab Commission
UDC – University of the District of Columbia
UMC – United Medical Center
Washington Convention and Sports Authority

All District of Columbia government agencies included above and any others that collect revenue or recognize accounts receivable in the course of their duties will be required to adhere to the Delinquent Debt Recovery Act legislation. The only exempt agencies are Office of Tax and Revenue (OTR) and District of Columbia Water and Sewer Authority (WASA).

## ATTACHMENT J.2

WD 15-4281 (Rev.-12) was first posted on www.wdol.gov on 01/01/2019

\*\*\*\*\*

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

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

Daniel W. Simms                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2015-4281  
Revision No.: 12  
Date Of Revision: 12/26/2018

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

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.64
01012 - Accounting Clerk II		20.91
01013 - Accounting Clerk III		23.40
01020 - Administrative Assistant		33.16
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.94
01042 - Customer Service Representative II		16.81
01043 - Customer Service Representative III		18.33
01051 - Data Entry Operator I		15.24
01052 - Data Entry Operator II		16.63
01060 - Dispatcher, Motor Vehicle		19.28
01070 - Document Preparation Clerk		17.55
01090 - Duplicating Machine Operator		17.55
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		16.54
01191 - Order Clerk I		15.29
01192 - Order Clerk II		16.68
01261 - Personnel Assistant (Employment) I		18.47
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.04
01270 - Production Control Clerk		25.39
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	17.24
01410 - Supply Technician	33.16
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.56
01531 - Travel Clerk I	16.28
01532 - Travel Clerk II	17.50
01533 - Travel Clerk III	18.79
01611 - Word Processor I	17.05
01612 - Word Processor II	19.13
01613 - Word Processor III	21.41
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	15.88
07042 - Cook II	18.46
07070 - Dishwasher	11.79
07130 - Food Service Worker	11.62
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	11.30
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.58
11060 - Elevator Operator	12.97
11090 - Gardener	19.14
11122 - Housekeeping Aide	12.97
11150 - Janitor	12.97
11210 - Laborer, Grounds Maintenance	14.28
11240 - Maid or Houseman	12.23
11260 - Pruner	12.66
11270 - Tractor Operator	17.51
11330 - Trail Maintenance Worker	14.28
11360 - Window Cleaner	14.63
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.49
12012 - Certified Occupational Therapist Assistant	30.76
12015 - Certified Physical Therapist Assistant	27.29

12020 - Dental Assistant	21.50
12025 - Dental Hygienist	45.97
12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	17.58
12130 - Medical Laboratory Technician	20.88
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.67
12210 - Nuclear Medicine Technologist	39.79
12221 - Nursing Assistant I	11.75
12222 - Nursing Assistant II	13.22
12223 - Nursing Assistant III	14.42
12224 - Nursing Assistant IV	16.18
12235 - Optical Dispenser	21.60
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	18.41
12305 - Radiologic Technologist	34.20
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	28.49
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.07
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	33.44
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	38.38
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	34.67
13058 - Library Technician	20.89
13061 - Media Specialist I	24.93
13062 - Media Specialist II	27.90
13063 - Media Specialist III	31.10
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	25.72
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		38.69
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		38.30
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		32.35
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.84
15086 - Maintenance Test Pilot, Rotary Wing		48.84
15088 - Non-Maintenance Test/Co-Pilot		48.84
15090 - Technical Instructor		29.27
15095 - Technical Instructor/Course Developer		35.79
15110 - Test Proctor		23.62
15120 - Tutor		23.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.55
16030 - Counter Attendant		12.55
16040 - Dry Cleaner		16.13
16070 - Finisher, Flatwork, Machine		12.55
16090 - Presser, Hand		12.55
16110 - Presser, Machine, Drycleaning		12.55
16130 - Presser, Machine, Shirts		12.55
16160 - Presser, Machine, Wearing Apparel, Laundry		12.55
16190 - Sewing Machine Operator		17.28
16220 - Tailor		18.26
16250 - Washer, Machine		13.76
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.18
19040 - Tool And Die Maker		31.12
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.64
21030 - Material Coordinator		25.39
21040 - Material Expediter		25.39
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		19.64
21110 - Shipping Packer		18.05
21130 - Shipping/Receiving Clerk		18.05
21140 - Store Worker I		13.32
21150 - Stock Clerk		18.40
21210 - Tools And Parts Attendant		19.64
21410 - Warehouse Specialist		19.64
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		36.21
23019 - Aircraft Logs and Records Technician		26.30
23021 - Aircraft Mechanic I		34.38
23022 - Aircraft Mechanic II		36.21
23023 - Aircraft Mechanic III		37.97
23040 - Aircraft Mechanic Helper		23.34
23050 - Aircraft, Painter		32.91
23060 - Aircraft Servicer		26.30
23070 - Aircraft Survival Flight Equipment Technician		32.91



23080 - Aircraft Worker	27.96
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.96
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.38
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.90
23125 - Cable Splicer	34.63
23130 - Carpenter, Maintenance	22.56
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	30.70
23182 - Electronics Technician Maintenance II	32.60
23183 - Electronics Technician Maintenance III	34.33
23260 - Fabric Worker	23.31
23290 - Fire Alarm System Mechanic	24.20
23310 - Fire Extinguisher Repairer	21.47
23311 - Fuel Distribution System Mechanic	30.36
23312 - Fuel Distribution System Operator	25.56
23370 - General Maintenance Worker	21.46
23380 - Ground Support Equipment Mechanic	34.38
23381 - Ground Support Equipment Servicer	26.30
23382 - Ground Support Equipment Worker	27.96
23391 - Gunsmith I	21.47
23392 - Gunsmith II	24.96
23393 - Gunsmith III	27.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.90
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.44
23430 - Heavy Equipment Mechanic	28.13
23440 - Heavy Equipment Operator	23.36
23460 - Instrument Mechanic	30.07
23465 - Laboratory/Shelter Mechanic	26.51
23470 - Laborer	14.98
23510 - Locksmith	25.89
23530 - Machinery Maintenance Mechanic	28.23
23550 - Machinist, Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	30.07
23592 - Metrology Technician II	31.67
23593 - Metrology Technician III	33.21
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	28.47
23810 - Plumber, Maintenance	27.04
23820 - Pneudraulic Systems Mechanic	27.91
23850 - Rigger	28.23
23870 - Scale Mechanic	24.96
23890 - Sheet-Metal Worker, Maintenance	26.00
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	33.62
23960 - Welder, Combination, Maintenance	24.34
23965 - Well Driller	22.91
23970 - Woodcraft Worker	27.91
23980 - Woodworker	21.47
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05

24570 - Child Care Attendant	13.12
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	12.23
24620 - Family Readiness And Support Services Coordinator	20.05
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.55
25040 - Sewage Plant Operator	25.77
25070 - Stationary Engineer	33.55
25190 - Ventilation Equipment Tender	23.62
25210 - Water Treatment Plant Operator	25.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83
27007 - Baggage Inspector	16.69
27008 - Corrections Officer	26.12
27010 - Court Security Officer	27.08
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	26.12
27070 - Firefighter	28.10
27101 - Guard I	16.69
27102 - Guard II	20.57
27131 - Police Officer I	30.28
27132 - Police Officer II	33.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.27
28210 - Gate Attendant/Gate Tender	15.74
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.62
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.78
29020 - Hatch Tender	30.78
29030 - Line Handler	30.78
29041 - Stevedore I	28.36
29042 - Stevedore II	32.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.40
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.23
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.19
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	27.38
30052 - Cryogenic Technician II	30.24
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.93
30095 - Evidence Control Specialist	24.72
30210 - Laboratory Technician	25.68
30221 - Latent Fingerprint Technician I	34.60
30222 - Latent Fingerprint Technician II	38.22
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	30.24
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	30.24
30461 - Technical Writer I	26.33
30462 - Technical Writer II	32.20
30463 - Technical Writer III	38.97
30491 - Unexploded Ordnance (UXO) Technician I	26.94
30492 - Unexploded Ordnance (UXO) Technician II	32.60
30493 - Unexploded Ordnance (UXO) Technician III	39.07
30494 - Unexploded (UXO) Safety Escort	26.94
30495 - Unexploded (UXO) Sweep Personnel	26.94
30501 - Weather Forecaster I	27.71
30502 - Weather Forecaster II	33.71
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.60
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	11.90
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	14.23
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	21.38
31364 - Truckdriver, Tractor-Trailer	21.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.89
99030 - Cashier	10.85
99050 - Desk Clerk	13.03
99095 - Embalmer	30.69
99130 - Flight Follower	26.94
99251 - Laboratory Animal Caretaker I	13.24
99252 - Laboratory Animal Caretaker II	14.47
99260 - Marketing Analyst	35.01
99310 - Mortician	34.10
99410 - Pest Controller	18.70
99510 - Photofinishing Worker	13.50
99710 - Recycling Laborer	20.25
99711 - Recycling Specialist	24.84
99730 - Refuse Collector	17.96
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	26.89
99831 - Surveying Aide	16.71
99832 - Surveying Technician	25.55
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

---

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

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

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

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

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

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

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

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

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

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

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

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

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

following standards as compliance:

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

## BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name: <b>Harris &amp; Harris, Ltd.</b>		Solicitation #: <b>CFOPD-17-R-004</b>	
Address of the Principal Place of Business (street, city, state, zip code) <b>111 West Jackson Blvd., Suite 400 Chicago, IL 60604</b>		Telephone # and ext.: <b>(312) 251-2300</b>	Fax #: <b>(312) 803-0020</b>
Email Address: <b>aharris@harriscollect.com</b>		Website: <b>www.harriscollect.com</b>	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
Trade Name	<b>Harris &amp; Harris</b>	<b>36-2650423</b>	<b>Active</b>
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input checked="" type="checkbox"/> Corporation (including PC)		Date of Incorporation: <b>April 29, 1968</b>	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State <u>Illinois</u>		Country <u>United States</u>	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			
PART 2: INDIVIDUAL RESPONSIBILITY			



<b>Additional Instructions for Section 1, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</b>	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2.	
<b>PART 3: BUSINESS RESPONSIBILITY</b>	
Within the past five (5) years, has the bidder/offeror:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.	
<b>PART 4: CERTIFICATES AND LICENSES</b>	
Within the past five (5) years, has the bidder/offeror:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
<b>PART 5: LEGAL PROCEEDINGS</b>	
Within the past five (5) years, has the bidder/offeror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
<b>PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION</b>	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
<b>PART 7: RESPONSE UPDATE REQUIREMENT</b>	
7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract: (a) Within sixty (60) days of a material change to a response; and (b) Prior to the exercise of an option year contract.	
<b>PART 8: FREEDOM OF INFORMATION ACT (FOIA)</b>	
8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



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

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

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

The bidder/offeror certifies that:

**1.2** No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract. We have indicated our certification of this statement with the X preceding 1.2.

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

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

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

**PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS**

The bidder/offeror certifies that:

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

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

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

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

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

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

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

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

\_\_\_\_\_  
CEO Arnold Scott Harris, Esq., President and

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

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

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

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

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

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

**PART 4: FIRST SOURCE OBLIGATIONS**

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

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

**PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS**

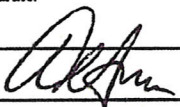
**5.1** I hereby certify that the Bidder/Offeror has verified the identity and employment eligibility of all of its employees.

**PART 6: LANGUAGE ACCESS OBLIGATIONS**

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

**SECTION III. BUY AMERICAN ACT CERTIFICATION**

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

PART I: BUY AMERICAN ACT COMPLIANCE		
<input checked="" type="checkbox"/> 1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 22 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.		
_____ EXCLUDED END PRODUCTS		
_____ COUNTRY OF ORIGIN		
SECTION IV. CERTIFICATION		
<i>Instruction for Section IV: This section must be completed by all bidder/offerors.</i>		
I, [ <b>Arnold S. Harris, Esq.</b> ], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.		
Name [Print and sign]: <b>Arnold S. Harris, Esq.</b> 	Telephone #: <b>(312) 423-7400</b>	Fax #: <b>(312) 803-0020</b>
Title: <b>President and Chief Executive Officer</b>	Email Address: <b>aharris@harriscollect.com</b>	
Date: <b>6/22/18</b>		
<i>The District of Columbia is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.</i>		



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

---

**DOING BUSINESS WITH INTEGRITY**

---

***Introduction***

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

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

***Environment of Trust***

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

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

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

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

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

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



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

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

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

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

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

### ***Gratuities***

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

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

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

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

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

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

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

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

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

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

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

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

**OCFO Office of Integrity and Oversight**

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

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

**OCFO Confidential Hotline**

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

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

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

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