



AWARD/CONTRACT		1. Solicitation Number CFOPD-20-R-035	Page of Pages 1 63 + attachments		
2. Contract Number CFOPD-21-C-022	3. Effective Date See 20C	4. Requisition/Purchase Request/Project No.			
5. Issued By Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite E620 Washington, DC 20024		Code	6. Administered By (If other than line 5)		
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Arcadis U.S., Inc. 4301 North Fairfax Drive Arlington, Virginia 22203 Attn: Bhaumik Hotha, PE Bhaumik.hotha@arcadis.com		8. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule Section F)		9. Discount for prompt payment	
Code		Facility	10. Submit Invoices to the Address shown in Line 12 Item (2 copies unless otherwise specified)		
11. Ship to/Mark For Office of the Chief Financial Officer Office of the Chief Information Officer Suite W350 1101 4th Street, S.W. Washington, DC 20024		Code	12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable https://vendorportal.dc.gov 1100 4th Street, SW Suite E600 Washington, DC 20024		
13. Contract Type Firm Fixed Price w/ Requirements component		14. Accounting and Appropriation Data			
15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	
1	Capital Asset Management Software Solution	1	Job	\$923,600.00	
Total Amount of Contract				\$923,600.00	
16. Table of Contents					
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				Description	
				Pages	
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Contracting Officer will Complete Item 17 or 18 as Applicable					
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1 pdf</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. Name and Title of Signer (Type or print) Bhaumik Hotha, Vice President			20A. Name of Contracting Officer Anthony A. Stover, CPPO; Dorothy Whisler Fortune, Esq., CPPO; or Drakus Wiggins, CPPB, CPPO		
19B. Name of Contractor		19C. Date Signed	20B. District of Columbia		20C. Date Signed
 (Signature of person authorized to sign)		March 30, 2021	 (Signature of Contracting Officer)		March 31, 2021

SECTION B**CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE****B.1 GENERAL INFORMATION**

The District of Columbia Office of the Chief Financial Officer (OCFO), Office of the Chief Information Officer (OCIO) (the “District”) requires the Contractor to provide an enterprise software solution for the modeling of asset management and infrastructure planning including the creation of capital budget scenarios and for the development of a long-term asset replacement schedule.

B.2 CONTRACT TYPE

This is a Firm Fixed Price contract with a Requirements component.

B.3 ALL-INCLUSIVE PRICING

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

B.4 PRICE SCHEDULE – FIRM FIXED PRICE**B.4.1 Base Year**

Contract Line-Item No. (CLIN)	Item Description	Unit	Quantity	Unit Price	Total Price
001	Software Platform/BI Tool/SaaS Subscription	User	50	\$3,500	\$175,000
002	Project Initiation and Solution Design Services	Each	1	\$748,600	\$748,600
Grand Total					\$923,600

B.4.2 Option Year One

Contract Line-Item No. (CLIN)	Item Description	Unit	Quantity	Unit Price	Total Price
101a	Annual SaaS Subscription Renewal (first 50)	User	50	\$3,605	\$180,250
101b	Annual SaaS Subscription Renewal (next 50)	User	50	\$2,000	\$100,000
Grand Total					\$280,250

B.4.3 Option Year Two

Contract Line-Item No. (CLIN)	Item Description	Unit	Quantity	Unit Price	Total Price
201a	Annual SaaS Subscription Renewal (first 50)	User	50	\$3,713	\$185,658
201b	Annual SaaS Subscription Renewal (next 50)	User	50	\$2060	\$103,000
Grand Total					\$288,658

B.4.4 Option Year Three

Contract Line-Item No. (CLIN)	Item Description	Unit	Quantity	Unit Price	Total Price
301a	Annual SaaS Subscription Renewal (first 50)	User	50	\$3,825	\$191,227
301b	Annual SaaS Subscription Renewal (next 50)	User	50	\$2,122	\$106,090
Grand Total					\$297,317

B.4.5 Option Year Four

Contract Line-Item No. (CLIN)	Item Description	Unit	Quantity	Unit Price	Total Price
401a	Annual SaaS Subscription Renewal (first 50)	User	50	\$3,939	\$196,964
401b	Annual SaaS Subscription Renewal (next 50)	User	50	\$2,185	\$109,273
Grand Total					\$306,237

B.5 PRICE SCHEDULE – REQUIREMENTS

B.5.1 The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

B.5.2 The Offeror shall provide as part of their proposal a fee schedule that will be used to account for an estimated 500 hours of additional support services (See Section C.6) as set forth below:

a. Base Year

Labor Resource	Hourly Rate
<i>Senior Analytics Consultant</i>	\$210

Contract Line-Item No. (CLIN)	Item Description	Unit	Estimated Quantity	Blended Hourly Rate	Not-to-Exceed Price
003	Additional Support Services (Section C.5)	Hour	500	\$210	\$105,000

b. Option Year One

Labor Resource	Hourly Rate
<i>Senior Analytics Consultant</i>	\$215
<i>CBE – Analytics Consultant</i>	\$185

Contract Line-Item No. (CLIN)	Item Description	Unit	Estimated Quantity	Blended Hourly Rate	Not-to-Exceed Price
103	Additional Support Services (Section C.5)	Hour	500	\$200	\$100,000

c. Option Year Two

Labor Resource	Hourly Rate
<i>Senior Analytics Consultant</i>	\$220
<i>CBE – Analytics Consultant</i>	\$190

Contract Line-Item No. (CLIN)	Item Description	Unit	Estimated Quantity	Blended Hourly Rate	Not-to-Exceed Price
203	Additional Support Services (Section C.5)	Hour	500	\$205	\$102,500

d. Option Year Three

Labor Resource	Hourly Rate
<i>Senior Analytics Consultant</i>	\$227
<i>CBE – Analytics Consultant</i>	\$195

Contract Line-Item No. (CLIN)	Item Description	Unit	Estimated Quantity	Blended Hourly Rate	Not-to-Exceed Price
303	Additional Support Services (Section C.5)	Hour	500	\$211	\$105,500

e. Option Year Four

Labor Resource	Hourly Rate
<i>Senior Analytics Consultant</i>	\$233
<i>CBE – Analytics Consultant</i>	\$200

Contract Line-Item No. (CLIN)	Item Description	Unit	Estimated Quantity	Blended Hourly Rate	Not-to-Exceed Price
403	Additional Support Services (Section C.5)	Hour	500	\$215	\$107,500

[End of Section B]

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL OVERVIEW

- C.1.1 The District requires an enterprise software solution for the modeling of asset management and infrastructure planning including the creation of capital budget scenarios and for the development of a long-term asset replacement schedule.
- C.1.2 The District requires a decision support application system that will be used to manage strategic long-range asset decisions. The tool must provide analytics, optimized lifecycle planning and risk assessment to efficiently and effectively develop and prioritize a defensible asset-based capital plan.

C.2 TERMS

These terms when used herein have the following meanings:

- a) **Asset Group** - One of four identified groups including Facilities, Fleet, Horizontal Infrastructure, Equipment IT & Other
- b) **Asset Type** - Any Asset as a member of the asset Group
- c) **BI** - Business Intelligence
- d) **CAFR** - Comprehensive Annual Fiscal Reports
- e) **CLIN** - Contract Line-Item Number
- f) **CMMS** - Computerized Maintenance Management System
- g) **CPT** - Capital Planning Tool
- h) **EAMS** - Enterprise Asset Management System
- i) **EMS** - Emergency Medical Systems
- j) **GIS** - Geographic Information System
- k) **GUI** - Graphical User Interface
- l) **Maintenance and Support** - means the specific ongoing services, functions and responsibilities required to support the Application Maintenance Service Levels (Section C.5)
- m) **SSO** - Single Sign On
- n) **UAT** - User Acceptance Training

C.3 BACKGROUND

- C.3.1 The District is in its fifth year of developing an integrated asset management system. The District has built a data warehouse containing all its District-owned assets and developed a means to estimate the cost of replacing those assets; maintaining an asset inventory and conducting condition assessments are best practices in asset management promulgated by the Government Finance Officers Association (GFOA). The inventory, along with the condition assessments, has allowed the District to conduct better long-term asset management planning and financing to address the replacement of key infrastructure while minimizing negative impacts on residents, business owners, and on the District's financial stability.

C.3.2 The District wants to grow its concept of asset management further by finding a contractor with an established asset management platform tied to a mature BI visual data interface tool. The BI visualization tool is the key to the District's success so the BI tool must be fully integrated with its software platform but also be flexible enough to provide standalone dashboards.

C.4 REQUIREMENTS

C.4.1 The Contractor shall provide a Software-as-a-Service (SaaS) Capital Planning Tool (CPT) to make data-driven decisions on planning, prioritizing and deferring capital projects. The CPT will track asset conditions over time and provide quantitative way of analyzing and justifying capital planning decisions. The CPT shall be able to create multiple scenarios and evaluate the short- and long-term impacts of different strategic decisions to determine the optimal investment strategy.

C.4.2 The Contractor shall have experienced data scientists and data analysts employed and have the labor resource capacity to implement this project. The Contractor shall have the capability to call in additional consultants if needed.

C.4.3 The following are requirements to which the Contractor shall adhere to meet minimum standards for enterprise deployment:

- a) The Contractor shall provide the CPT in the latest available version.
- b) The CPT shall be able to accommodate up to 100 users. For the "Base Year", the CPT shall accommodate 50 users and then have the ability to expand up to 100 users in option year one and beyond.
- c) The Contractor shall provide integration support to interface with Districts legacy systems and/or provide data migration from designated legacy system to CPT as required.
- d) The Contractor shall make version releases and upgrades inclusive with the annual maintenance agreement.
- e) The Contractor shall allow for the capture and management of unlimited asset types, attributes and asset records.
- f) The CPT shall allow segregate assets by asset type, by agency and in summary.
- g) The CPT shall allow for the delineation of non-District owned assets such as those belonging to Federal and commercial entities, in order to calculate the impact to the District's budget.
- h) The CPT shall be web enabled and be accessible via mobile devices using Android and Apple OS.
- i) The CPT shall be compatible with and maintain compatibility with multiple web browsers across multiple versions.
- j) The CPT shall support Microsoft SQL and/or Oracle database(s).
- k) The Contractor shall develop the data load and configuration of the following asset groups: Buildings, Fleet, Horizontal Infrastructure, and Information Technology.
- l) Data load of these asset groups shall include financial attributes, inventory and condition information extracted from source systems and provided by The District.
- m) The CPT shall be configurable to allow for possibly competing business rules based on user operational requirements.

- n) The CPT shall allow for the implementation of a condition health index for each asset type.
- o) The Contractor shall provide configuration of failure modes and risk calculation for these asset types.
- p) The CPT shall generate a minimum fifty-year plan for all assets.
- q) The Contractor shall provide reporting capabilities and dashboards and can develop custom and ad-hoc reports. Report types should include but are not limited to inventory count, purchase history, asset aging, replacement forecasting and scheduling and consumption.
- r) The CPT shall be able to export data in multiple formats including but not limited to PDF, Word and Excel.
- s) The CPT shall have a configurable and customizable Graphical User Interface (GUI) for optimal end user experience.
- t) The Contractor shall provide 3 days of User Acceptance Testing (UAT) prior to go live.
- u) The Contractor shall provide all development and implementation documents to the District upon project close.
- v) The Contractor shall provide end user and configuration training to designated District employees.
- w) The Contractor shall provide a mix of on-site and remote monitoring throughout the duration of the project.

C.4.4 Asset Management Software Installation/Implementation Scope of Work

A. Asset Management Requirements

1. The CPT shall have a proven track record of use in the public and/or private sector environments.
2. The CPT shall have the ability to tie into a SQL data warehouse containing hundreds of thousands to millions of assets and their associated values, measures and attributes.
3. The CPT shall have the ability to work with multiple asset types within different asset classes including horizontal infrastructure (streets, sidewalks, alleys, bridges, etc.), vertical infrastructure (general support facilities, school facilities, parks, playgrounds, athletic fields, public libraries, etc.), fleet (school buses, fire and EMS vehicles, police vehicles, passenger vehicles, etc.), and information technology (computer hardware, software purchase, IT development, communication equipment, etc.), using an asset tree formation with at least six tiers to track asset parent-child relationships:
 - a) Tier 1 (Asset Class)
 - b) Tier 2 (Asset Category)
 - c) Tier 3 (Asset Primary Structure)
 - d) Tier 4 (Asset Substructure Level 1)
 - e) Tier 5 (Asset Substructure Level 2)
 - f) Tier 6 (Asset Substructure Level 3)
4. The CPT shall have the ability to create and execute automated tasks on a weekly, daily or as needed basis. For example, the thousands of assets mentioned in paragraph A(2)

are contained in a SQL data warehouse that the CPT will be communicating with. Those assets may change weekly or daily so the CPT must have the ability to perform automated and predetermined calculations on those assets to account for changing measures and attributes.

5. Each individual asset shall have at least ten (10) data fields for each unique set of an asset's attributes listed below:
 - a) Data fields containing attributes related to general information on the asset (name, asset class, asset category, active date, retirement date, status, agency, asset location, etc.)
 - b) Data fields containing attributes related to identification of the asset and the source of its data (asset code, source system #, etc.)
 - c) Data fields containing attributes related to the lifecycle of the asset (useful life, life consumed (%), current condition, current age, remaining life, etc.)
 - d) Data fields containing attributes related to the condition assessment of the asset (condition rating of the asset, date of most recent inspection/assessment, date of last rehabilitation/renovation of the asset, number of rehabilitation/renovations conducted over the asset's life, etc.)
 - e) Data fields containing attributes related to the costing of the asset (replacement cost, inspection cost, rehabilitation cost, operating costs for each of the next ten (10) fiscal years, etc.)
 - f) Data fields containing attributes related to the risk and prioritization of the asset (readiness score, impact on OPEX score, potential revenue score, potential economic impact score, health and safety score, etc.)
 - g) Data fields containing attributes related to Value Measures (age, capital expense, operating expense, five-year component cost, risk, etc.)
 - h) Data fields to create additional asset parent-child relationships as well as the ability to attach components to an asset (buildings and related sub-structures, HVAC units and related components, street work and related sub-blocks, etc.)
 - i) Data fields to link the asset to its related project, when applicable (i.e., when the asset's condition assessment has caused a project to be created to rehabilitate, renovate, or replace the asset).
6. The CPT shall have the ability to import risk information from a risk registry and asset information (e.g. hierarchy, details) from an asset registry, Enterprise Asset Management (EAM) system, Computerized Maintenance Management (CMMS) system, Geographic Information System (GIS), etc.
7. The CPT shall have the ability to integrate with a Geographic Information System (GIS) to display asset locations and other asset characteristics (e.g. risks, service levels)
8. The CPT shall have the ability to aggregate the baseline (current state) risks (organizational and asset related) in the user interface to visually present a current, aggregated risk profile. Ability to filter and view the risk profile by risk type and risk level.

9. The CPT shall have the ability to identify which assets, risks and Value Measures will be affected by each project in the District's capital project portfolio. Ability to visualize in the user interface the outcome risk and service levels which would result from executing each project including identifying any risk that is not mitigated by a project within the District's capital project portfolio.
10. The CPT shall have the ability to incorporate calculations based on the data fields of an asset using underlying generic (non-proprietary) algorithms adopted by the District:
 - a) Ability to determine when an asset's condition assessment indicates that it should be replaced and automatically perform this assessment based on a pre-defined condition assessment level(s).
 - b) Ability to incorporate different replacement calculations for different asset types.
 - c) Ability to calculate replacement events within specified time frames.

B. Project Management Requirements

1. The CPT shall have the ability to provide a repository for up to two thousand projects with project tree formation of four tiers as outlined below:
 - a) Tier 1 (Project Type (Capital Project, DCHA Project, etc.))
 - b) Tier 2 (Capital Project Type (Capital Maintenance, New Capital, etc.))
 - c) Tier 3 (Project Number and Name)
 - d) Tier 4 (Funding Year of Project)
2. Each individual project shall have at least ten (10) data fields for each unique set of a project's attributes listed below:
 - a) Data fields containing attributes related to general information on the asset (project number, project name, project type, status, start date, end date, description, included/excluded from the plan, parent project, etc.)
 - b) Data fields containing attributes related to additional capital project data (project category, implementing agency, owner agency, ward, etc.)
 - c) Data fields related to budgeting of the project (funding source, fund detail, etc.)
 - d) Data fields containing attributes related to the costing of the project (approved funding, requested funding, capital budget team adjustment, etc.)
 - e) Data fields containing attributes related to meeting mayoral policy priorities (meets mayoral priorities, potential private use, pool projects, etc.)
 - f) Data fields containing attributes related to cost benefit factors.
 - g) Data fields containing attributes related to project-specific criteria.
 - h) Data fields containing attributes related to Office of Budget and Performance Management (OBPM), City Administrator (CA) and Infrastructure Board scoring.
 - i) Data fields containing attributes related to risk and prioritization (project risk (pre project), project risk (post project), project safety risk (pre project), project safety risk (post project), project risk total (pre project), project risk total (post

- project), risk mitigated, priority, rank, priority historical, rank number, risk category, etc.)
- j) Data fields containing attributes related to values (age, requested capital maintenance, capital budget team adjusted maintenance, capital maintenance need, approved allotment maintenance, unmet maintenance need, % of unmet capital maintenance, Operating cost, deferred capital maintenance, cost of deferred capital maintenance, total deferred capital maintenance costs, requested new capital project, capital budget team adjusted new capital, new capital project need, approved allotment new project, unmet new need, cost of deferred capital new project, agency request amount, capital budget team adjustment, total agency need, total approved allotment, total unmet need, total deferred and unmet need, total cost of deferred capital, total cost of unmet need, cumulative unmet need, risk, cost (estimated), estimated cost (estimated), etc.)
 - k) Data fields containing attributes related to potential sub projects.
3. The CPT shall be able to make the following using generic (non-proprietary) algorithms adopted by the District:
- a) The CPT shall be able to calculate the value of investment to replace each asset in a project (as calculated by the Value Function) including how the value changes based on the replacement date and what the underlying drivers of the value are (i.e. what value does each Value Measure contribute). Ability to clearly understand the increase or decrease in value of deferring an investment (i.e. what is the cost of deferral?)
 - b) The CPT shall have a cost estimation tool which can calculate future capital project maintenance and operating costs, new capital project costs, new capital project expenses, costs related to deferral of asset replacement, etc. based on various project inputs.
 - c) The CPT shall be able to calculate project rank/score based upon numeric risk measures.
 - d) The CPT shall be able to import and store three unique six-year periods of Capital Project data (requested, recommended, approved). These three unique six-year periods will be uploaded into the CPT via an excel template. The CPT shall be able to perform calculations on those three six-year periods to produce measures such as unmet need, deferred maintenance costs and deferred capital costs.
 - e) The CPT shall be able to store and act upon editable “R Scripts” that can execute a modified version of the commands.

C. Technical Requirements

1. The CPT shall have the ability to allow for single sign-on.
2. The CPT shall include real-time integration with the District’s Oracle SQL Developer Warehouse.
3. The CPT shall include real-time integration with the Oracle’s ERP solution systems.

4. The CPT shall have the ability to define and execute multiple, electronic workflows to increase operational efficiencies by automating notifications, gathering approvals, branching and facilitating the stage gate process. For example, a workflow could be used to route project phases through multiple, electronic approvals and if all approvals gathered, advance the project's stage.
5. The CPT shall have the ability to import Excel files containing project data:
 - a) The CPT shall be able to import and synchronize Excel files that contain capital projects.
 - b) The CPT shall be able to accommodate Excel files containing at least 100 different data fields related to thousands of different projects.
6. The Contractor shall train the District's identified trainer to use the CPT, who will then train District employees.

D. Reporting Requirements

1. The CPT shall be able to provide reports which allow for the ability to drill down and investigate specific data points.
2. The CPT shall support the creation of reports using the District's Business Intelligence (BI) tools including Tableau, Cognos, MS SQL Reporting Services, Oracle Business Intelligence Publisher, Oracle Transactional Business Intelligence, Oracle Financial Reporting Studio, Oracle Narrative Reporting, Oracle Smart View Plugin, and Oracle Analytics Cloud.
3. The CPT shall have the ability to export in-application tables and charts to Excel and PDF.
4. The CPT shall have the ability to use Qlik Sense the next-generation analytics platform.
5. The CPT shall enable user friendly generation of ad-hoc query reports related to both assets and projects;
 - a) For asset-based ad-hoc queries, the user shall be able to query all fields captured within the application such as asset name, asset type, active date, retirement date, asset status, replacement cost, GIS Map location, risk and prioritization fields, asset age, etc.
 - b) For project-based ad-hoc queries, the user shall be able to query all fields such as project number, project name, project type, project status, start date, end date, ward, funding source, cost-benefit factors, detailed cost estimates by project, board scoring, etc.
6. The CPT shall provide the user with dashboard reports for to include but not be limited to the following:

- a) An asset count/detail report which provides a summary list of assets and their related condition
 - b) An asset condition report which provides the current condition of each asset and provides the ability to view condition rating distributions in histogram, stacked bar, and line charts.
 - c) An asset project report which provides asset detail for all assets with corresponding projects (for assets scheduled to be replaced)
 - d) An asset report which provides service levels and other maintenance information by asset
 - e) An asset inventory report broken out by asset type and containing number of assets, percentage of total asset classification, CAFR book value of the asset type, and percentage of assets captured.
7. Dashboard reports for projects shall include, but not be limited to the following:
- a) A project count/detail report which provides a summary list of projects and their related funding attributes and measures.
 - b) A summary cost estimate report by project number.
 - c) A project name validation report
 - d) A project scoring report that lists projects and their related prioritization score
 - e) A project report displaying project summary information by owner agency. Project summary should include project number, project title, overall score, prioritization information, budgetary allotment balance amounts, agency request amounts for six fiscal years, capital budget team adjustments for six fiscal years, approved allotment amounts for six fiscal years, and City Administrator recommended amounts for six fiscal years.
8. Other standardized dashboard graphical reports and analyses shall include, but not be limited to the following:
- a) A table containing unfunded capital needs broken out by fiscal years and types of capital projects.
 - b) Cumulative unfunded capital needs by fiscal year as a histogram chart.
 - c) Unfunded capital maintenance and overall capital need as a histogram chart overlaid with a line chart.
 - d) A table containing the capital funding gap by asset type by fiscal year.
 - e) A histogram chart containing condition ratings by asset type or within an asset type.
 - f) A waterfall analysis created from the data fields captured from the excel up-load file.

C.5 Additional Support Services

- C.5.1 The Contractor shall have the ability to provide up to 500 hours of Implementer time, if required by the District, to provide support, guidance, and configuration work to maintain the system for current users and expand the system to other agencies through the following tasks:

- a. Assist in the additional configuration of existing asset types through remote working sessions to include:
 - Lifecycle Strategies
 - Scheduled data updates
 - Asset Event Optimization
- b. Additional configuration of existing project types to include:
 - Updated project prioritization
 - Project workflow
- c. Expansion of the Cost Estimator tool
- d. Custom Reports to be defined by the Client
- e. Updates to configuration
- f. Generation of configuration specifications sheets

C.5.2 The District will request any additional support services via a modification to the contract.

[End of Section C]

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.

[End of Section D]

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

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

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

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

E.1.3 Inspection of Services

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

E.2 ACCEPTANCE

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

E.3 WARRANTY OF SERVICES

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

E.3.2 Warranty Provision

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this

contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of discovery. This notice shall state either:

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

[End of Section E]

SECTION F**PERIOD OF PERFORMANCE AND DELIVERABLES****F.1 TERM OF CONTRACT**

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.2.1 The District may extend the term of this contract for a period of four (4) one-year 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.

[End of Section F]

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

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

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

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

(b) Contracting Officer Technical Representative (COTR)

- i. The COTR for this contract is:

Lisa Pierson
Contracting Officer Technical Representative (COTR)
1100 4th St. SW E620 Washington, DC 20024
Telephone: (202) 442-6352
E-mail address: lisa.pierson@dc.gov

- ii. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

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

G.2 INVOICE PAYMENT

- G.2.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.2.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.

- G.2.3 Unless otherwise specified in this contract, and with presentation of a properly executed invoice:
- a) Payment will be made on completion and acceptance of each item for which the price is stated in the Pricing Schedule in Section B,
 - b) Payment will be made on completion and acceptance of each percentage or milestone of work in accordance with the prices stated in the Pricing Schedule in Section B, or
 - c) Payment may be made on partial deliveries of goods and services accepted by the District if the Contractor requests it and the amount due on the deliveries warrants it as determined by the District.

G.3 INVOICE SUBMITTAL

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

G.4 THE QUICK PAYMENT ACT

G.4.1 Interest Penalties to Contractors

- G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:
- G.4.1.1.1 The date on which payment is due under the terms of this contract;
 - G.4.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
 - G.4.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
 - G.4.1.1.4 Thirty (30) calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.4.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:
- G.4.1.2.1 3rd day after the required payment date for meat or a meat product;

- G.4.1.2.2 5th day after the required payment date for an agricultural commodity; or
- G.4.1.2.3 15th day after any other required payment date.
- G.4.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.4.2 Payments to Subcontractors
- G.4.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:
- G.4.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
- G.4.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.4.2.2 The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
- G.4.2.2.1 3rd day after the required payment date for meat or a meat product;
- G.4.2.2.2 5th day after the required payment date for an agricultural commodity; or
- G.4.2.2.3 15th day after any other required payment date.
- G.4.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.4.3 Subcontract requirements
- G.4.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

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.

[End of Section G]

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 during a period when there is no **COVID-19 emergency** (as later defined in Section H.3.16(c)(3)), unless a waiver has been approved by the Director of the Department of Small and Local Business Development in accordance with D.C. Code §2-218.51, are required to:
- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
 - (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
 - (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

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

H.3.2

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

H.3.3 [Intentionally omitted]

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

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

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

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

H.3.7 A Beneficiary shall submit to the Contracting Officer, project manager, and the Director of the Department of Small and Local Business Development (at compliance.enforcement@dc.gov) copies of the executed contracts with the subcontracts identified in the subcontracting plan.

Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.

- H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development upon the initiation and completion of a project.
- H.3.9 Within 15 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development (at compliance.enforcement@dc.gov), the Contracting Officer, and the project manager which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:
- (a) The price to be paid by the contractor to the subcontractor;
 - (b) A description of the goods procured or the services contracted for;
 - (c) The amount paid by the contractor to the subcontractor under the subcontract; and
 - (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.
- The Beneficiary shall go to <https://dslbd.dc.gov> → Scroll down to SBE Forms under the section ‘Stay in Compliance’ → Click on that link & select ‘District Agency Compliance’ in order to access the DSLBD forms for beneficiaries to use for reporting requirements. The Beneficiary may further contact DSLBD at (202) 727-3900 for instructions on SBE Forms.
- H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, and the project manager to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.
- H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.
- H.3.12 Waiver of Subcontracting Requirements
- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
 - (b) [Intentionally omitted]
 - (c) [Intentionally omitted]
 - (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.3.16

- (a) Notwithstanding the requirements set forth in this Section H.3, D.C. Code §§ 2-218.01 – 2-218.82 or any other provision of District law or regulation, **during the period of the COVID-19 emergency**, any contract for a government-assisted project in excess of \$250,000 that is unrelated to the District's response to the COVID-19 emergency but entered into during the COVID-19 emergency, absent a waiver pursuant to D.C. Code § 2-218.51, shall provide that:
 - (1) At least 50% of the dollar volume of the contract be subcontracted to small business enterprises; or
 - (2) If there are insufficient qualified small business enterprises to meet the requirement of paragraph (1) of this subsection, the subcontracting requirement may be satisfied by subcontracting 50% of the dollar volume ("CBE minimum expenditure") to any qualified certified business enterprises; provided, that best efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- (b)
 - (1) For every dollar expended by a beneficiary with a resident-owned business, the beneficiary shall receive a credit for \$1.10 against the CBE minimum expenditure.
 - (2) For every dollar expended by a beneficiary with a disadvantaged business enterprise, the beneficiary shall receive a credit for \$1.25 against the CBE minimum expenditure.

- (3) For every dollar expended by a beneficiary that uses a company designated as both a disadvantaged business enterprise under D.C. Code § 2-218.33 and as a resident-owned business under D.C. Code § 2-218.02(15), the beneficiary shall receive a maximum credit for \$1.30 against the CBE minimum expenditure.
- (c) For the purposes of this section, the term:
- (1) "Beneficiary" has the same meaning as set forth in D.C. Code § 2-218.02(1B).
 - (2) "Best efforts" means that a beneficiary is obligated to make its best attempt to accomplish the agreed-to goal, even when there is uncertainty or difficulty.
 - (3) "COVID-19 emergency" means the emergencies declared in the Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of Public Health Emergency (Mayor's Order 2020-046), declared on March 11, 2020, including any extension of those declared emergencies.
 - (4) "Disadvantaged business enterprise" has the same meaning as set forth in D.C. Code § 2-218.33.
 - (5) "Government-assisted project" has the same meaning as set forth in D.C. Code § 2-218.02(9A).
 - (6) "Longtime resident business" has the same meaning as set forth in D.C. Code § 2-218.02(13).
 - (7) "Resident-owned business" has the same meaning as set forth in D.C. Code § 2-218.02(15).
 - (8) "Small Business Enterprises" has the same meaning as set forth in D.C. Code § 2-218.32.

H.3.17 Notice of Approved Waiver

A waiver was approved by the Director of the Department of Small and Local Business Development for the base period of the resultant contract. However, the certified business enterprise subcontracting requirements of Section H.3 IS applicable to option periods, if exercised, for Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, unless a waiver for said option period has been approved in advance by the Director of the Department of Small and Local Business Development.

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.

[End of Section H]

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

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

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

I.2 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), in proportion to the extent and degree caused as a result of negligent acts, errors, omissions or willful misconduct on the part of 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.
- I.3.2 Notwithstanding any other provision of this Contract and to the fullest extent permitted by law, Contractor’s liability in connection with this Contract and the services hereunder, including the indemnification obligation under this section, shall be subject to the liability limitations set forth in Section 11 of the Arcadis Gen Terms of Business for Software as a Service (SaaS) (Attachment J.4). The indemnification obligation under this section shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

I.4 TRANSFER

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

I.5 TAXES

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

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

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

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

I.6 OFFICIALS NOT TO BENEFIT

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

I.7 DISPUTES

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

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

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

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

I.8 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the

facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section I.7 Disputes**.

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

I.9 TERMINATION FOR DEFAULT

- A. The District may, subject to the provisions of paragraph C., below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified within the project work plan or any extension thereof; or (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- B. In the event the District terminates this contract in whole or part as provided in paragraph A. above, the District may procure, upon such terms and in such manner as the Contracting

Officer may deem appropriate, supplies or service similar to those so terminated; and the Contractor shall be liable to the District for any excess costs for similar supplies or services. Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.

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

- G. As used in paragraph C., above, the terms “subcontractor” and “subcontractors” means subcontractor(s) at any tier.

I.10 TERMINATION FOR CONVENIENCE

- (a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District’s interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all contracts to the extent they relate to the work terminated.
 - (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may

acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

- (c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.
- (e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
 - (1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of:

- (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and
 - (iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.
- (3) The reasonable cost of settlement of the work terminated, including-
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.
- (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (i) In arriving at the amount due the Contractor under this clause, there shall be deducted:
 - (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
 - (2) Any claim which the District has against the Contractor under this contract; and

- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.
- (j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.
- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS

- A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
- (1) the Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment made under this contract.
- (2) There has been any breach or violation of:
- (A) Any provision of the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq., or

(B) The contract provision against contingent fees.

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

I.12 EXAMINATION OF THE BOOKS

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

I.13 NON-DISCRIMINATION CLAUSE

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

expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

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

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

- (7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the Contracting Officer, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 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 RESERVED

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 at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance

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

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

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

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a

foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages. Shared limits with the Professional Liability coverage will be acceptable.
6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$1,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any

professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Shared limits with the Cyber Liability coverage will be acceptable.

7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- B. **PRIMARY AND NONCONTRIBUTORY INSURANCE.** The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

**And mailed to the attention of:
 (Name of Contracting Officer/Agency)
 (Address)
 (Phone Number)
 (E-mail Address)**

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or other evidence of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.31 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.31.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in 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.31.11 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) Contractor Proposal dated October 21, 2020

[End of Section I]

SECTION J

ATTACHMENTS

The following Attachments are hereby incorporated:

- J.1 U.S. Department of Labor Wage Determination No. 2015-4281, Revision 17, Dated 12/21/2020
- J.2 Doing Business with Integrity
- J.3 Arcadis Bidder/Offeror Certification
- J.4 Arcadis Gen Terms of Business for Software as a Service (SaaS)
- J.5 DC Gov SLA

[End of Section J]

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED OFFICERS

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


- _____ Bhaumik Hotha, Vice President, Phone no.: 703-541-9626
- _____ Gregory Osthues, Executive Vice President, Phone no.: 813 353 5726
- _____ Carlton Serrette, Senior Vice President, Phone no.: 813 353 5770

K.2 PENDING LEGAL CLAIMS AGAINST THE DISTRICT

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


_____ Arcadis U.S., Inc., has no pending legal claims against the District

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

	March 30, 2021	Vice President
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 contract, *without exception*.

	March 30, 2021	Vice President
Signature	Date	Title

[End of Section K]

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Daniel W. Simms Director	 U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-4281 Revision No.: 17 Date Of Last Revision: 12/21/2020
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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia Maryland Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert Charles Prince George's

Virginia Counties of Alexandria Arlington Fairfax Falls Church Fauquier Loudoun Manassas Manassas Park Prince William Stafford

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.10
01012 - Accounting Clerk II		21.44
01013 - Accounting Clerk III		23.99
01020 - Administrative Assistant		34.70
01035 - Court Reporter		24.02
01041 - Customer Service Representative I		15.13
01042 - Customer Service Representative II		17.01
01043 - Customer Service Representative III		18.56
01051 - Data Entry Operator I		16.64
01052 - Data Entry Operator II		18.16
01060 - Dispatcher Motor Vehicle		20.54
01070 - Document Preparation Clerk		17.75
01090 - Duplicating Machine Operator		17.75
01111 - General Clerk I		15.11
01112 - General Clerk II		16.49
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		18.38
01191 - Order Clerk I		15.29
01192 - Order Clerk II		16.68
01261 - Personnel Assistant (Employment) I		19.09
01262 - Personnel Assistant (Employment) II		21.36
01263 - Personnel Assistant (Employment) III		23.81
01270 - Production Control Clerk		26.18

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	18.36
01410 - Supply Technician	34.70
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.69
01531 - Travel Clerk I	17.63
01532 - Travel Clerk II	19.21
01533 - Travel Clerk III	20.67
01611 - Word Processor I	17.41
01612 - Word Processor II	19.55
01613 - Word Processor III	21.87
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	28.60
05010 - Automotive Electrician	24.50
05040 - Automotive Glass Installer	23.07
05070 - Automotive Worker	23.07
05110 - Mobile Equipment Servicer	19.84
05130 - Motor Equipment Metal Mechanic	25.79
05160 - Motor Equipment Metal Worker	23.07
05190 - Motor Vehicle Mechanic	25.79
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	23.07
05310 - Painter Automotive	24.50
05340 - Radiator Repair Specialist	23.07
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	25.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.36
07041 - Cook I	16.47
07042 - Cook II	19.15
07070 - Dishwasher	12.96
07130 - Food Service Worker	13.07
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	11.81
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	12.75
11060 - Elevator Operator	14.41
11090 - Gardener	20.42
11122 - Housekeeping Aide	14.41
11150 - Janitor	14.41
11210 - Laborer Grounds Maintenance	15.24
11240 - Maid or Houseman	13.85
11260 - Pruner	13.80
11270 - Tractor Operator	18.68
11330 - Trail Maintenance Worker	15.24
11360 - Window Cleaner	15.91
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.49
12012 - Certified Occupational Therapist Assistant	33.40
12015 - Certified Physical Therapist Assistant	27.29
12020 - Dental Assistant	22.82
12025 - Dental Hygienist	50.57

12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	20.26
12072 - Licensed Practical Nurse II	22.67
12073 - Licensed Practical Nurse III	25.27
12100 - Medical Assistant	18.68
12130 - Medical Laboratory Technician	25.27
12160 - Medical Record Clerk	18.96
12190 - Medical Record Technician	22.67
12195 - Medical Transcriptionist	20.67
12210 - Nuclear Medicine Technologist	41.59
12221 - Nursing Assistant I	12.22
12222 - Nursing Assistant II	13.74
12223 - Nursing Assistant III	14.99
12224 - Nursing Assistant IV	16.83
12235 - Optical Dispenser	25.02
12236 - Optical Technician	21.03
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	19.35
12305 - Radiologic Technologist	35.25
12311 - Registered Nurse I	30.40
12312 - Registered Nurse II	36.78
12313 - Registered Nurse II Specialist	36.78
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III Anesthetist	44.14
12316 - Registered Nurse IV	52.91
12317 - Scheduler (Drug and Alcohol Testing)	28.97
12320 - Substance Abuse Treatment Counselor	27.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.03
13012 - Exhibits Specialist II	28.53
13013 - Exhibits Specialist III	34.90
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	38.84
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	35.07
13058 - Library Technician	21.85
13061 - Media Specialist I	25.31
13062 - Media Specialist II	28.32
13063 - Media Specialist III	31.55
13071 - Photographer I	18.32
13072 - Photographer II	20.79
13073 - Photographer III	26.04
13074 - Photographer IV	31.52
13075 - Photographer V	37.14
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	28.01
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	40.88
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	34.72
15085 - Maintenance Test Pilot Fixed Jet/Prop	49.06
15086 - Maintenance Test Pilot Rotary Wing	49.06
15088 - Non-Maintenance Test/Co-Pilot	49.06
15090 - Technical Instructor	30.12
15095 - Technical Instructor/Course Developer	36.85
15110 - Test Proctor	24.32
15120 - Tutor	24.32
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	15.19
16030 - Counter Attendant	15.19
16040 - Dry Cleaner	18.12
16070 - Finisher Flatwork Machine	15.19
16090 - Presser Hand	15.19
16110 - Presser Machine Drycleaning	15.19
16130 - Presser Machine Shirts	15.19
16160 - Presser Machine Wearing Apparel Laundry	15.19
16190 - Sewing Machine Operator	18.88
16220 - Tailor	19.63
16250 - Washer Machine	16.61
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.63
19040 - Tool And Die Maker	33.56
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.25
21030 - Material Coordinator	26.18
21040 - Material Expediter	26.18
21050 - Material Handling Laborer	13.87
21071 - Order Filler	16.60
21080 - Production Line Worker (Food Processing)	20.25
21110 - Shipping Packer	18.13
21130 - Shipping/Receiving Clerk	18.13
21140 - Store Worker I	15.10
21150 - Stock Clerk	19.49
21210 - Tools And Parts Attendant	20.25
21410 - Warehouse Specialist	20.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	40.69
23019 - Aircraft Logs and Records Technician	31.82
23021 - Aircraft Mechanic I	38.64
23022 - Aircraft Mechanic II	40.69
23023 - Aircraft Mechanic III	42.68
23040 - Aircraft Mechanic Helper	27.19
23050 - Aircraft Painter	36.70
23060 - Aircraft Servicer	31.82
23070 - Aircraft Survival Flight Equipment Technician	36.70
23080 - Aircraft Worker	33.84
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.84
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	38.64
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	15.78
23125 - Cable Splicer	34.63
23130 - Carpenter Maintenance	23.60
23140 - Carpet Layer	20.49

23160 - Electrician Maintenance	29.53
23181 - Electronics Technician Maintenance I	30.70
23182 - Electronics Technician Maintenance II	32.60
23183 - Electronics Technician Maintenance III	34.33
23260 - Fabric Worker	24.29
23290 - Fire Alarm System Mechanic	27.91
23310 - Fire Extinguisher Repairer	22.38
23311 - Fuel Distribution System Mechanic	34.34
23312 - Fuel Distribution System Operator	26.42
23370 - General Maintenance Worker	22.64
23380 - Ground Support Equipment Mechanic	38.64
23381 - Ground Support Equipment Servicer	31.82
23382 - Ground Support Equipment Worker	33.84
23391 - Gunsmith I	22.38
23392 - Gunsmith II	26.02
23393 - Gunsmith III	29.09
23410 - Heating Ventilation And Air-Conditioning Mechanic	28.96
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	30.50
23430 - Heavy Equipment Mechanic	28.32
23440 - Heavy Equipment Operator	24.05
23460 - Instrument Mechanic	33.08
23465 - Laboratory/Shelter Mechanic	27.63
23470 - Laborer	14.98
23510 - Locksmith	30.95
23530 - Machinery Maintenance Mechanic	29.39
23550 - Machinist Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	33.08
23592 - Metrology Technician II	34.84
23593 - Metrology Technician III	36.54
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	29.09
23850 - Rigger	28.23
23870 - Scale Mechanic	26.02
23890 - Sheet-Metal Worker Maintenance	26.70
23910 - Small Engine Mechanic	20.63
23931 - Telecommunications Mechanic I	33.90
23932 - Telecommunications Mechanic II	35.70
23950 - Telephone Lineman	34.02
23960 - Welder Combination Maintenance	24.34
23965 - Well Driller	25.20
23970 - Woodcraft Worker	29.09
23980 - Woodworker	22.38
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05
24570 - Child Care Attendant	13.96
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	12.99
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	26.77
25070 - Stationary Engineer	33.55
25190 - Ventilation Equipment Tender	23.62
25210 - Water Treatment Plant Operator	26.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83

27007 - Baggage Inspector	17.28
27008 - Corrections Officer	27.86
27010 - Court Security Officer	29.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	27.86
27070 - Firefighter	30.87
27101 - Guard I	17.28
27102 - Guard II	20.57
27131 - Police Officer I	31.63
27132 - Police Officer II	35.14
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.62
28042 - Carnival Equipment Repairer	15.98
28043 - Carnival Worker	10.80
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	18.57
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	33.54
29020 - Hatch Tender	33.54
29030 - Line Handler	33.54
29041 - Stevedore I	31.31
29042 - Stevedore II	35.62
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.95
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.08
30021 - Archeological Technician I	20.86
30022 - Archeological Technician II	23.34
30023 - Archeological Technician III	28.90
30030 - Cartographic Technician	28.90
30040 - Civil Engineering Technician	29.89
30051 - Cryogenic Technician I	32.01
30052 - Cryogenic Technician II	35.36
30061 - Drafter/CAD Operator I	20.86
30062 - Drafter/CAD Operator II	23.34
30063 - Drafter/CAD Operator III	26.01
30064 - Drafter/CAD Operator IV	32.01
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	28.90
30095 - Evidence Control Specialist	28.90
30210 - Laboratory Technician	26.31
30221 - Latent Fingerprint Technician I	34.67
30222 - Latent Fingerprint Technician II	38.29
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	35.36
30390 - Photo-Optics Technician	28.90
30395 - Radiation Control Technician	35.36
30461 - Technical Writer I	27.62
30462 - Technical Writer II	33.80
30463 - Technical Writer III	40.88
30491 - Unexploded Ordnance (UXO) Technician I	28.53

30492 - Unexploded Ordnance (UXO) Technician II	34.51
30493 - Unexploded Ordnance (UXO) Technician III	41.37
30494 - Unexploded (UXO) Safety Escort	28.53
30495 - Unexploded (UXO) Sweep Personnel	28.53
30501 - Weather Forecaster I	32.01
30502 - Weather Forecaster II	38.93
30620 - Weather Observer Combined Upper Air Or	(see 2) 26.01
Surface Programs	
30621 - Weather Observer Senior	(see 2) 28.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.51
31020 - Bus Aide	14.84
31030 - Bus Driver	21.58
31043 - Driver Courier	17.15
31260 - Parking and Lot Attendant	13.81
31290 - Shuttle Bus Driver	18.75
31310 - Taxi Driver	16.10
31361 - Truckdriver Light	18.75
31362 - Truckdriver Medium	20.35
31363 - Truckdriver Heavy	23.11
31364 - Truckdriver Tractor-Trailer	23.11
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.83
99030 - Cashier	11.90
99050 - Desk Clerk	14.00
99095 - Embalmer	34.10
99130 - Flight Follower	28.53
99251 - Laboratory Animal Caretaker I	13.64
99252 - Laboratory Animal Caretaker II	14.91
99260 - Marketing Analyst	35.17
99310 - Mortician	34.10
99410 - Pest Controller	20.07
99510 - Photofinishing Worker	16.34
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.81
99810 - Sales Clerk	12.74
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	28.48
99831 - Surveying Aide	17.70
99832 - Surveying Technician	27.06
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67
99842 - Vending Machine Repairer Helper	15.48

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

stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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))."



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

DOING BUSINESS WITH INTEGRITY

Introduction

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

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

Environment of Trust

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

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

OCFO Code of Conduct for Employees

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

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

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

Confidentiality of Financial and Other Information

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

Bribery and Conflict of Interest

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

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

Gratuities

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

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

Other Gift Rules

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

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

Compliance with Contracting Rules and Regulations

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

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

Reporting Misconduct, Fraud, Waste and Abuse

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

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

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

OCFO Office of Integrity and Oversight

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

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

OCFO Confidential Hotline

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

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

District of Columbia Office of the Inspector General

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

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 Domestic Preferences (if applicable); and Section IV requires the bidder's/offeror's signature.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATIONS			
<i>Instructions for Section I: Section I contains seven (7) 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 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name: Arcadis U.S., Inc.		Solicitation #: CFOPD-20-R-035	
Address of the Principal Place of Business (street, city, state, zip code): 630 Plaza Drive, Suite 200 Highlands Ranch, CO 80129		Telephone # and ext.: 914-641-2661	Fax #:
Email Address: Ertan.Akbas@arcadis.com		Website: www.arcadis.com	
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). N/A			
Type:	Name:	EIN:	Status:
/			
/			
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input checked="" type="checkbox"/> Corporation (including PC)		Date of Incorporation: October 9, 1997	
<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
<p>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.</p> <p>State <u>Delaware</u> Country <u>United States</u></p>	
<p>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:</p> <p>(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or</p> <p>(b) Explain its exemption from the requirement. Firms providing engineering services in the District of Columbia are not required to hold an engineering license for the firm, instead their licensed shareholders must be licensed.</p>	
PART 2: INDIVIDUAL RESPONSIBILITY	
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).	
<p>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:</p>	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>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:</p> <p>(a) Any business-related activity; or</p> <p>(b) Any crime the underlying conduct of which was related to truthfulness?</p>	<input checked="" type="checkbox"/> Yes <input 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 2.

2.4 & 2.5

On October 31, 2016, Arcadis U.S., Inc. ("Arcadis"), was served with a federal grand jury subpoena by the United States Attorney's Office for the Northern District of Alabama seeking documents related to, among other things, its contracts and other interactions with the Birmingham Water Works Board ("BWVB") and other government entities in Jefferson County, Alabama ("federal subpoena"). Arcadis provided documents in response to the federal subpoena. Thereafter, in 2017 Arcadis was served with Special Grand Jury Subpoenas by the Attorney General's Office for the State of Alabama ("state subpoenas"). The state subpoenas sought documents similar to the federal subpoena. Arcadis provided documents in response to the state subpoenas. Also, in 2017, three current employees were subpoenaed to testify before the state grand jury.

Arcadis has fully cooperated with both investigations and is not aware of any outstanding request at this time from either the federal or state authorities. Further, no charges have been brought or asserted against Arcadis U.S., Inc., nor any of its subsidiaries or affiliates, regarding the matters outlined above.

Although arguably not responsive given the fact that no charges have ever been asserted against Arcadis, in the interest of openness and to avoid any misunderstanding, a former employee of Arcadis who served as a Marketing Development Manager located in the firm's Birmingham, Alabama, office was indicted in December 2017 by the Jefferson County (Alabama) Special Grand Jury. The employee was terminated by Arcadis prior to the indictment. Public records released from the Alabama Attorney General's Office indicate that the former employee was charged with violations of the Alabama Ethics Act related to, and in connection with, alleged violations by the Chair of the Board of Directors of the BWVB. Further, in May 2019 the same individual was indicted by a federal grand jury in the United States District Court for the Northern District of Alabama, Southern Division, on alleged charges of conspiracy and wire fraud to defraud the BWVB. In July 2020 that individual entered a plea agreement in that matter, pleading guilty to a charge of conspiracy to commit wire fraud. No charges have been brought or asserted against Arcadis U.S., Inc., nor any of its subsidiaries or affiliates, regarding these matters.

Arcadis places integrity, one of the company's core values, at the center of everything it does. Arcadis strives to operate its business in an honest and responsible way, working to the highest professional standards. The actions of one former employee do not reflect the level of importance the company places on integrity.

2.6

Arcadis U.S., Inc., and its related and affiliated United States entities (collectively, "Arcadis"), perform thousands of contracts worth hundreds of millions of dollars annually. Occasionally, contracts terminate prior to completion due to a variety of factors, including, without limitation, client budgetary issues, project cancellation, exercise of termination for convenience clauses, and other circumstances outside of Arcadis' control. If a contract dispute arises, Arcadis works closely with the client to remedy the situation and minimize or eliminate potential adverse impacts and, if necessary, to ensure a seamless, professional transition. While Arcadis does not maintain a formal list of contracts that terminate or are cancelled, these occurrences represent a nominal percentage of our total projects, at a frequency commensurate with or below industry standards for companies of similar size doing projects of similar type and volume. Arcadis has not been terminated for default on any Federal project within the last three years. In terms of commercial contracts, Arcadis does not track the ongoing status of every one of these contracts; however, to the best of our knowledge without extensive inquiry and investigation, we are not aware of any commercial projects, in the last three years, where the right to proceed was terminated for default.

PART 3: BUSINESS RESPONSIBILITY

Within the past five (5) years, has the bidder/offeror:

3.1	Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.2	Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.3	Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.4	Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.5	Been disqualified or proposed for disqualification on any government permit or license?	<input checked="" type="checkbox"/> Yes <input 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.

3.5

On November 19, 2019, Arcadis U.S., Inc. ("Arcadis"), received a notice of disqualification ("DQ") from the Louisiana Department of Transportation and Development ("LADOTD") for Arcadis' alleged failure to comply with specified timelines and to submit requisite information to LADOTD related to an ongoing indefinite delivery/indefinite quantity contract for construction engineering and inspection services ("Project"). Arcadis did not receive any advance notice, nor any opportunity to cure prior to receiving the November 19, 2019 DQ; however, in such jurisdiction a DQ serves as a temporary bar on being able to perform any new work for LADOTD until any alleged contract issues on the Project have been remedied and cured. Upon receipt, Arcadis promptly responded via an in-person meeting to address the alleged issues and thereafter submitted a timely Notice of Appeal to the LADOTD Disqualification Review Board on November 26, 2019. A hearing regarding Arcadis' appeal was held before the Disqualification Review Board on December 2, 2019. At that hearing, Arcadis presented a rectification plan to satisfy the parties' mutual objectives and address timelines for the Project, which LADOTD subsequently accepted. On December 9, 2019, LADOTD removed Arcadis from its disqualification list, effective immediately, and the matter is now deemed resolved.

PART 4: CERTIFICATES AND LICENSES

4.1 Within the past five (5) years, has the bidder/offeree 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?

Yes No

Please provide an explanation for "Yes" in Subpart 4.1.

4.2 Please provide a copy of the bidder's/offeree's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.

PART 5: LEGAL PROCEEDINGS

Within the past five (5) years, has the bidder/offeree:

5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?

Yes 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?

Yes No

5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?

Yes No

Please provide an explanation for each "Yes" in Part 5.

PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION

6.1 Within the past five (5) years, has the bidder/offeree received any formal unsatisfactory performance assessment(s) from any government entity on any contract?

Yes 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/offeree had any liquidated damages assessed by a government entity over \$25,000?

Yes 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/offeree initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

Yes No

If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".

6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
PART 7: FREEDOM OF INFORMATION ACT (FOIA)	
7.1 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	
<i>Instructions for Section II: Section II contains eight (8) 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 and human rights requirements. Part 4 relates to First Source Act requirements. Part 5 relates to employment eligibility requirements. Part 6 relates to Language Access Act requirements. Part 7 relates to conflicts of interest. Part 8 relates to subcontracting obligations.</i>	
PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT	
1.1 The bidder/offeror certifies that no officer or employee of the District of Columbia will benefit from this contract. List the name(s) of any officer or employee of the District of Columbia that may benefit from this contract in section 1.2 below.	
1.2 The following officer or employee of the District of Columbia may benefit from this contract.	
<p>(a) _____</p> <p>(b) _____</p>	
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:

_____ Bhaumik Hotha _____

[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 The bidder/offeror certifies that it is 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 agrees to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

4.1 The bidder/offeror certifies that it is fully aware of the requirements of the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*, and agrees 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 The bidder/offeror certifies that it 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)), the bidder/offeror certifies that it will comply with Language Access compliance requirements of the contracting agency while performing this contract.

PART 7: CONFLICTS OF INTEREST

7.1 The bidder/offeror certifies 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 obligations under the contract.

PART 8: SUBCONTRACTING OBLIGATIONS

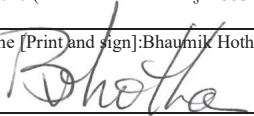
8.1 The bidder/offeror certifies that it has verified with the Department of Small and Local Business Development (DSLBD) the current certifications of its proposed certified business enterprise (CBE) subcontractors.

8.2 The bidder/offeror certifies that it has verified with the Department of Consumer and Regulatory Affairs (DCRA), and any other licensing authority, that its proposed subcontractors possess all applicable licenses and permits required to perform the work.

SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS

Instructions for Section III: Section III contains three (3) parts which should only be completed only as applicable.

PART 1: BUY AMERICAN ACT COMPLIANCE (Applies if the bidder/offeror will provide goods to the District that are subject to the requirements of the Buy American Act)

1.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product.		<input type="checkbox"/> Yes <input type="checkbox"/> No
_____ EXCLUDED END PRODUCTS		
_____ COUNTRY OF ORIGIN		
PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts)		
2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project.		<input type="checkbox"/> Yes <input type="checkbox"/> No
PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)		
3.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project.		<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION IV. CERTIFICATION		
<i>Instruction for Section IV: This section must be completed by all bidder/offerors.</i>		
I, Bhaumik Hotha, as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02(e)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.		
Name [Print and sign]: Bhaumik Hotha 	Telephone #: 703-351-9100	Fax #:
Title: Vice President	Email Address: bhaumik.hotha@arcadis.com	
Date: 10/20/2020	Contract No: CFOPD-20-R-035	
<i>The District of Columbia is 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>		

Arcadis Gen Terms of Business for Software as a Service (SaaS)

1 Formation of Contract

1.1 The **Contract No. CFOPD-21-C-022** ("Services Contract") and these terms of business constitute the whole agreement between the parties (together the "**Contract**") and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter.

1.2 Any subsequent variation to the provisions of the Contract shall only be binding when agreed in writing and signed by the parties.

2 Services

2.1 In consideration of the Subscription Fee and in accordance with the terms of the Contract Arcadis Gen shall:

- (a) perform and the Client shall take and pay for the Services;
- (b) use reasonable endeavours to ensure the Services meet the service levels set out in the Contract; and
- (c) be entitled, on prior notice to the Client, to make changes to the Services, provided such changes do not have a material adverse effect on the Client's business operations.

2.2 The Client acknowledges that it shall only have remote access to the Software and/or the Services and shall not at any time attempt to download or gain physical access to the Software and/or the Services.

3 Software Access

3.1 Subject to the Client purchasing the User Subscriptions as set out in the Contract, the restrictions set out in clause 3.2 and the other terms of these terms, Arcadis Gen hereby grants to the Client a non-exclusive, non-transferable right, without the right to grant sub-licenses, to permit the Authorised Users to access the Software (as described in the Contract including any fixes, updates, upgrades, modifications and enhancements agreed to be provided to the Client under these terms) through the Services and to any associated media, printed materials and documentation relating to the Software (the "**Documentation**") and to use the Software and the Documentation solely for the Client's business purposes during the Subscription Term.

3.2 In relation to Authorised Users:

- (a) the maximum number of Authorised Users that Arcadis Gen authorises to access the Software, Documentation and the Services shall be limited to the number of Authorised Users set out in the Contract, and shall not exceed the number of User Subscriptions the Client has purchased from time to time;
- (b) the Client shall not allow any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any access or be entitled to use the Software and/or Documentation;
- (c) the Client shall maintain a written list of current Authorised Users of the Software, and the Client shall provide such list to Arcadis Gen as may be reasonably requested by Arcadis Gen from time to time;
- (d) the Client shall ensure that each Authorised User keeps a secure password for their use of the Software, that such password is changed no less frequently than once every 90 days and that each Authorised User keeps their password confidential;
- (e) Arcadis Gen may audit the Software regarding the name and password for each Authorised User. Such audit may be conducted no more than once per quarter, at Arcadis Gen's expense, and shall be exercised with reasonable prior notice, in a manner so as to not substantially interfere with the Client's normal conduct of their business;

(f) if the audit referred to in clause 3.2(e) reveals that the Client has underpaid the Subscription Fees to Arcadis Gen, then without prejudice to Arcadis Gen's other rights, the Client shall pay to Arcadis Gen an amount equal to such underpayment as calculated in accordance with the prices set out in the Contract from the Commencement Date until the date of the audit and within 10 Business Days of the date of the relevant audit; and

(g) if the audit referred to in clause 3.2(e) reveals that passwords have been provided to individuals who are not Authorised Users, and without prejudice to Arcadis Gen's other rights, the Client shall promptly disable such passwords and shall not issue any new passwords to such individuals.

3.3 Subject to clause 3.4 and 3.5, the Client may from time to time during the Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Contract, and Arcadis Gen shall grant access to the Software and the Documentation to such additional Authorised Users in accordance with the provisions of these terms

3.4 If the Client wishes to purchase additional User Subscriptions, the Client shall notify Arcadis Gen in writing. Arcadis Gen shall evaluate such request for additional User Subscriptions and respond to the Client with approval or rejection of the request (such approval not to be unreasonably withheld). Where Arcadis Gen approves the request, Arcadis Gen shall activate the additional User Subscriptions within the period set out in the Contract of its approval of the Client's request.

3.5 If Arcadis Gen approves the Client's request to purchase additional User Subscriptions, the Client shall pay to Arcadis the relevant fees for such additional User Subscriptions as set out in the Contract.

3.6 The Client shall not store, distribute or transmit any Viruses or any material through the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.

3.7 The rights provided under this clause 3 are granted to the Client only and shall not be considered granted to any subsidiary or holding company of the Client unless Arcadis Gen agrees to this in advance in writing.

3.8 The Client shall not:

- (a) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software except to the extent expressly set out in these terms or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
- (c) access all or any part of the Software or Services in order to build a product or service which competes with the Software and/or the Services;
- (d) use the Software or Services to provide services to third parties; or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Software, other than as expressly permitted under these terms.

4 Support Services

4.1 In consideration of the Support Service Fee and in accordance with the terms of these terms Arcadis Gen shall:

Arcadis Gen Terms of Business for Software as a Service (SaaS)

- (a) supply and the Client shall take and pay for the Support Services in relation to the Software;
- (b) use reasonable endeavours to ensure that the Support Services meet the Support Service Levels;
- (c) notify the Client in advance of scheduled down time; and
- (d) be entitled, on prior notice to the Client, to make changes to the Support Services, provided such changes do not have a material adverse effect on the Client's business operations.
- 4.2 Arcadis Gen shall not be responsible for any failure to provide or delay in providing the Support Services under these terms where the fault arises from a Default Event.
- 4.3 Any obligation on Arcadis Gen to provide on-site services shall extend to the Client sites only unless otherwise agreed between the parties in writing.
- 4.4 Arcadis Gen shall ensure that, while on the Client sites, all persons who enter such premises with the authority of Arcadis Gen for the purpose of, or in connection with, these terms adhere to the Client's security procedures and health and safety regulations, as from time to time are notified to Arcadis Gen. The Client shall be entitled to remove or to refuse admission to any person who is, or has been, in material breach of such procedures and regulations.
- ### 5 Change Control
- 5.1 The parties acknowledge and agree that Section 1.8 (Changes) of the Services Contract shall be incorporated into these terms.
- ### 6 Client Data
- 6.1 The Client shall own all rights, title and interest in and to all of the Client's information, or any derivatives contained in any of Arcadis Gen storage infrastructure or hardware, data inputted into the information fields of the Software by the Client, by Authorised Users, or by Arcadis Gen on the Client's behalf (the "**Client Data**") and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.
- 6.2 The Client shall grant Arcadis Gen a right to store, record, transmit, maintain, display and modify Client Data for the purpose of providing the Services, and:
- (a) to respond to the Client's support request;
- (b) to fulfil its obligations to the Client under these terms; and
- (c) as otherwise set forth in these terms or agreed by the parties in writing
- 6.3 Arcadis Gen shall have the right to collect and analyse data and other information relating to the provision, use and performance of the Services and related systems and technologies (including, without limitation, Client Data and data derived therefrom), and Arcadis Gen will be free (during and after the Subscription Term) to:
- (a) use such information and Client Data to maintain, evaluate, develop, improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Arcadis Gen offerings; and
- (b) in connection with its business, disclose such data solely in aggregate or other anonymised form such that it does not include any information that could be used to identify, or re-identify, the Client; Client's clients; or any products, goods or services provide by the Client.
- 6.4 Arcadis Gen shall follow reasonable archiving procedures for Client Data. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for Arcadis Gen to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Arcadis Gen. Arcadis Gen shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by Arcadis Gen to perform services related to Client Data maintenance and back-up).
- 6.5 Both parties will comply with all applicable requirements of applicable data protection legislation. This clause 6.4 is in addition to, and does not relieve, remove or replace, a party's obligations under the applicable data protection legislation.
- 6.6 The parties acknowledge that:
- (a) if Arcadis Gen processes any personal data on the Client's behalf when performing its obligations under these terms, the Client is the data controller and Arcadis Gen is the data processor for the purposes of the applicable data protection legislation (where Data Controller and Data Processor have the meanings as defined in the applicable data protection legislation);
- (b) the Client shall ensure that the Client is entitled to transfer the relevant personal data to Arcadis Gen so that Arcadis Gen may lawfully process the personal data in accordance with these terms on the Client's behalf;
- (c) Arcadis Gen shall process the personal data only in accordance with the terms of these terms and any lawful instructions reasonably given by the Client from time to time; and
- (d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
- ### 7 Client Obligations
- 7.1 The Client shall:
- (a) use the Software in accordance with the recommendations and Documentation (if any) of Arcadis Gen from time to time;
- (b) not make the Software available to any third party;
- (c) provide Arcadis Gen, the Lead Project Manager, the support staff and all other persons duly authorised by Arcadis Gen with access to any Client personnel reasonably required in order to fulfil its obligations under these terms and full, safe and uninterrupted access including remote access to the Client Sites and the Software as may reasonably be required for the purpose of performing the Services, such access, except in the case of emergency or agreed out-of-hours downtime, to be within the standard Support Hours (as set out in the Contract). Where the Services are to be performed at a Client Site, the Client shall provide adequate working space and office (including telephone, email and internet) facilities for use by the Arcadis Gen personnel and take reasonable care to ensure their safety;

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- (d) generally co-operate with Arcadis Gen in performing the Services and provide any assistance or information as may reasonably be required by Arcadis Gen;
- (e) verify that any perceived fault is not attributable to a third party provider of internet services or the Client's own infrastructure or networks before it requests Support Services from Arcadis Gen under these terms;
- (f) report faults promptly to Arcadis Gen; and
- (g) keep full back-up copies of all of its data.

7.2 Any failure by the Client to comply with the provisions of clause 7.1 (or where any information or documentation required pursuant to clause 7.1 is inadequate or defective), and which results in Arcadis Gen being unable to provide the Services in accordance with the requirements of the Contract (including any dates or timescales), the Supplier shall be entitled to seek an extension of time, additional Fees or other suitable relief pursuant to the Change Control provisions at clause 5.

8 Intellectual Property Rights

8.1 The Client acknowledges that all Intellectual Property Rights throughout the world in:

- (a) the Software;
- (b) the Documentation; and
- (c) Arcadis Gen Proprietary Items.

belong to Arcadis Gen or its licensors, and that the Client has no rights in, or to, the Software, Documentation and/or Arcadis Gen Proprietary Items other than the right to use them in accordance with the terms of these terms.

8.2 The Client further acknowledges that it has no right to have access to the Software in source code form or in unlocked coding or with comments.

8.3 The integrity of the Software is protected by technical protection measures ("**TPM**") so that the Intellectual Property Rights in the Software are not misappropriated. The Client must not attempt in any way to remove or circumvent such TPM, nor to apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale for hire or have in its possession for private or commercial purposes, any means whose sole reasonable purpose is to facilitate the unauthorised removal or circumvention of such TPM.

8.4 Not used.

8.5 Arcadis Gen undertakes at its own expense to defend the Client or, at its option, settle any claim or action brought against the Client alleging that the possession or use of the Software (or any part thereof), the Documentation or the Arcadis Gen Proprietary Items in accordance with the terms of these terms infringes the Intellectual Property Rights of a third party ("**Infringement Claim**") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Client as a result of or in connection with any such Infringement Claim. For the avoidance of doubt, this clause 8.5 shall not apply where the Infringement Claim in question is attributable to possession or use of the Software (or any part thereof), the Documentation and/or the Arcadis Gen Proprietary Items by the Client other than in accordance with the terms of these terms or use of a non-current release of the Software.

8.6 Clause 8.5 is conditional upon:

- (a) the Client notifying Arcadis Gen in writing, as soon as reasonably practicable, of any actual or potential Infringement Claim of which it has notice;

- (b) the Client not making any admission as to liability or compromise or agreeing to any settlement of any Infringement Claim without the prior written consent of Arcadis Gen, such consent not to be unreasonably withheld or delayed; and
- (c) Arcadis Gen having, at its own expense, the conduct of or the right to settle all negotiations and litigation arising from any Infringement Claim and the Client giving Arcadis Gen all reasonable assistance in connection with those negotiations and such litigation at Arcadis Gen' request and expense.

8.7 If an Infringement Claim is made, or in Arcadis Gen' reasonable opinion is likely to be made, against the Client, Arcadis Gen may at its sole option and expense:

- (a) procure for the Client the right to continue using the Software (or any part thereof), the Documentation and/or the Arcadis Gen Proprietary Items in accordance with the terms of these terms;
- (b) modify the Software, Documentation and/or Arcadis Gen Proprietary Items so that they cease to be infringing;
- (c) replace the Software, Documentation and/or the Arcadis Gen Proprietary Items with non-infringing versions; or
- (d) terminate these terms immediately by notice in writing to the Client and refund any of the Fees paid by the Client as at the date of termination (less a reasonable sum in respect of the benefit or service the Client has enjoyed prior to the date of termination),

provided that if Arcadis Gen modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in clause 10 and the Client shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of these terms been references to the date on which such modification or replacement was made.

9 Fees and Expenses

9.1 The Client shall pay Arcadis Gen the fees in the manner set out in the Contract ("**Fees**") without deduction, set-off, abatement or counter-claim. The parties acknowledge and agree that Sections B (Price Schedule) and G4 (The Quick Payment Act) of the Services Contract shall be incorporated into these terms.

10 Warranties

10.1 Arcadis Gen makes the following warranties in relation to the Software:

- (a) for the period set out in Section E3 of the Services Contract ("**Warranty Period**"):
 - (i) the medium on which the Software is stored and distributed will be free from defects in design, material and workmanship under normal use. If a defect in the medium occurs during the Warranty Period, Arcadis Gen will replace it free of charge if the Client returns it to Arcadis Gen; and

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- (ii) the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation, and the Documentation correctly describes the operation of the Software in all material respects;
 - (b) it has tested the Software for Viruses using commercially available virus-checking software, consistent with current industry practice.
- 10.2 The Client acknowledges that:
 - (a) the Software has not been developed to meet its individual requirements and that it is therefore the Client's responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet its requirements; and
 - (b) the Software may not be free of errors or bugs and agrees that the existence of any minor errors shall not constitute a breach of these terms;
- 10.3 If, within the Warranty Period, the Client notifies Arcadis Gen in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from the Client having amended the Software or used it in contravention of the terms of these terms, Arcadis Gen will, at its sole option, repair or replace the Software, provided that the Client makes available all the information that may be necessary to assist Arcadis Gen in resolving the defect or fault, including sufficient information to enable Arcadis Gen to recreate the defect or fault.
- 10.4 Not used.
- 10.5 Arcadis Gen warrants that during the Warranty Period that:
 - (a) the Support Services will be performed in accordance with all applicable laws and regulations and with reasonable skill and care;
 - (b) at the date of these terms, Arcadis Gen has obtained and will maintain for the Warranty Period all permissions, licences and consents necessary for it to perform the Support Services;
 - (c) to the best of its knowledge and belief, the Arcadis Gen Proprietary Items will not infringe the Intellectual Property Rights of any third party; and
 - (d) at the date of these terms, Arcadis Gen has obtained and will maintain for the duration of these terms all permissions, licences and consents necessary for it to perform the Support Services.
- 10.6 Not used.
- 10.7 No representation or warranty is given by Arcadis Gen that all faults in the Software will be fixed or will be fixed within a specified period of time.
- 10.8 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into these terms or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care.
- 11 Liability**
 - 11.1 Except as expressly set out in clause 11.2:
 - (a) Arcadis Gen shall have no liability for any Indirect Losses; and
 - (b) the total liability of Arcadis Gen, whether in contract, tort (including negligence) or otherwise in connection with this Contract shall in no circumstances exceed a sum equal to 100% of the Fees where such fees are one off payments or in respect of recurring fees shall not exceed an amount equal to 100% of the Fees paid by the Client in the year in which the liability arises.
 - 11.2 The exclusions in clause 11.1 shall apply to the fullest extent permissible at law but Arcadis Gen does not exclude liability for: (a) death or personal injury caused by the negligence of Arcadis Gen; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be excluded by law.
 - 11.3 The Fees have been set on the basis of the exclusions and limitation of liability in this clause 11 and would be higher without these provisions. In these circumstances the parties agree that the provisions are reasonable and will accept risk and/or insure accordingly.
 - 11.4 The provisions of this clause 11 shall survive termination or expiry of this Agreement.
- 12 Indemnity**
 - 12.1 The parties acknowledge and agree that Section I.3 on Indemnity of the Services Contract shall be incorporated into these terms.
- 13 Termination**
 - 13.1 The parties acknowledge and agree that Sections I.9 (excluding I.9 D) to I.11 inclusive of the Services Contract shall be incorporated into these terms.

14 Confidential Information and Publicity

- 14.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement disclose any Confidential Information of the other party or use any other party's Confidential Information, for any purpose other than: (a) to perform its obligations under this Agreement; or (b) where disclosure is required for an Authorised Purpose.
- 14.2 The obligations under this clause 14 do not extend to any information that is rightfully in the possession of either party or its employees, agents or subcontractors before it is disclosed to that party as Confidential Information, or to information which is or becomes public knowledge other than by way of unauthorised disclosure by a party.
- 14.3 Unless the Client notifies Arcadis Gen otherwise in writing Arcadis Gen may disclose to third parties that the Client is or has been a client and the nature of the products and/or services that Arcadis Gen has provided to the Client.

15 Force Majeure

- 15.1 The parties acknowledge and agree that Section 1.34 (Force Majeure) of the Services Contract shall be incorporated into these terms.

16 Dispute Resolution

- 16.1 The parties acknowledge and agree that Section 1.7 (Disputes) of the Services Contract shall be incorporated into these terms. the dispute resolution process.

17 Assignment

- 17.1 The parties acknowledge and agree that Section 1.4 (Transfer) of the Services Contract shall be incorporated into these terms.

18 Waiver

- 18.1 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

19 Non-Solicitation

- 19.1 The Client shall not, for the duration of this Agreement, and for a period of six months following termination, directly or indirectly induce or attempt to induce any employee of Arcadis Gen who has been engaged in the provision, receipt, review or management of the Software and/or Services or otherwise in connection with this Agreement to leave the employment of Arcadis Gen.

20 General

- 20.1 Neither party has relied on (and shall have no right or remedy in relation to) any statement or representation (whether made negligently or innocently) other than expressly set out in these Terms.
- 20.2 For the use of software, in the event of an inconsistency between the Services Contract and these terms, these terms shall take precedence shall take precedence.
- 20.3 Arcadis Gen is wholly owned by Arcadis Gen N.V ("**Arcadis Gen NV**") and operates as an independent entity within the Arcadis Gen NV group of companies. Arcadis Gen endeavours to avoid conflicts of interest and undertakes checks appropriate to the large and multinational nature of the Arcadis Gen NV organisation. If a potential or actual conflict of interest is identified, Arcadis Gen shall disclose this to the Client and agree how to proceed.

21 Anti-Bribery

- 21.1 Arcadis Gen does not tolerate bribery and corruption in any form, whether giving or receiving a bribe and whether committed by Arcadis Gen' partners, employees, agents or associates. Either party may terminate this Agreement immediately in the event that the other commits an act of bribery or corruption which constitutes an offence under any law such as the U.S Foreign Corrupt Practices Act, the Bribery Act (UK) 2010 or the laws of any jurisdiction implementing the OECD Convention of Combating Bribery of Foreign Public Official in International Business Transactions.

22 No Waiver

- 22.1 Any failure or delay by Arcadis Gen in exercising any right or remedy under a Purchase Order shall not constitute a waiver of that right or remedy.

23 Third Party Rights

- 23.1 These terms do not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to these terms.

24 Governing Law and Jurisdiction

Arcadis Gen Terms of Business for Software as a Service (SaaS)

24.1 The parties acknowledge and agree that Section 1.35 (Governing Law) of the Services Contract shall be incorporated into these terms.

25 Definitions and Interpretation

25.1 The following words and expressions shall have the following meanings in these Terms (unless the context requires otherwise):

"Additional Services" means Services to be carried out:

- (a) in response to a Default Event;
- (b) where it is later discovered that any reasonably skilled and competent data processing operator would have judged the Client's request for Services to be unnecessary; or
- (c) where the Client has requested additional services

"Arcadis Gen" means Arcadis Gen UK Limited

"Arcadis Gen Proprietary Items" means any and all of Arcadis Gen's software, applications, data, documentation, (database) content, tools, materials, business methods and processes, including the know-how and methods by which the Services are provided in the course of providing the Services and the processes that make up the Services and all associated derivative works and modifications, enhancements and improvements, that:

- (a) existed prior to the execution of the Contract;
- (b) were developed outside the scope of the Contract; or
- (c) licensed or purchased by Arcadis Gen from third parties.

"Authorised Purpose" means disclosure of Confidential Information:

- (a) to employees officers, representatives or advisers of either party, who need to know such information for the purposes of carrying out the party's obligations under this Agreement (provided that such employees, officers, representatives or advisers comply the obligations of confidentiality in this Agreement;
- (b) as may be required by law, court order or any governmental or regulatory authority; or
- (c) use by Arcadis Gen of any Confidential Information of the Client obtained pursuant to this Agreement for statistical purposes and market analysis provided that such information is anonymise before use, and the use does not permit third parties to identify the Client or any person employed by or otherwise associated with the Client.

"Authorised Users" means those employees, agents and independent contractors of the Client who are authorised by Arcadis Gen to use the Software for the purposes of clause 3.2;

"Business Day" means a day other than a Saturday, Sunday, or public holiday

"Client Site" means any Client Sites where the Services will be provided as specified in the Engagement Letter

"Commencement Date" means the commencement date set out in the Contract;

"Confidential Information" means any information concerning the business, affairs, trade secrets, know how and other information of commercial value, customers, clients or suppliers of the other party;

"Default Event" means:

- (d) misuse, incorrect use of or damage to the Software;
- (e) failure by the Client to implement recommendations in respect of solutions to faults previously advised by Arcadis Gen;
- (f) faulty, damaged or incorrectly coded computer media supplied by or licensed by a third party to the Client;
- (g) defects in work carried out by Arcadis Gen which the Client has undertaken to check or which is submitted to the Client by Arcadis Gen for checking;
- (h) errors in specifications, test data or other material supplied by the Client;
- (i) inadequate performance and/or response by either party's internet service provider or any third party telecommunications supplier including (but not limited to) loss of connectivity to the internet, connectivity, network, telecommunications or bandwidth failures caused by outages of a public network;
- (j) errors, bugs, defects or design faults in software that is licensed by a third party to the Client;
- (k) relocation or configuration of the Software by any person other than Arcadis Gen or a person acting under Arcadis Gen' instructions; or
- (l) any breach of the Client's obligations under these terms.

"Documentation" shall have the meaning set out at clause 3.1;

adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"Force Majeure Notice" means a notice in writing setting out the extent of any delay or prevention (as contemplated by clause 15) to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

"Indirect Losses" means losses or damages which may be suffered by the Client (or any person claiming under or through the Client), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (a) special damage, even though Arcadis Gen was aware of the circumstances in which such special damage could arise;
- (b) loss of profits;
- (c) loss of anticipated savings;
- (d) loss of business opportunity;
- (e) loss of reputation or goodwill; or
- (f) loss of or damage to data

"Intellectual Property Rights" means any patents, trademarks, trade names, designs, copyright, know-how and any other similar rights whether registered or not;

"Lead Project Manager" means the individual set out in the Contract;

"Services" means any of the subscription services provided by Arcadis Gen to the Client under this agreement, any or all of the, Support Services and Additional Services as applicable;

"Software" The online software applications provided by Arcadis Gen as part of the Services

"Subscription Fee" means the subscription fees payable by the Client to Arcadis Gen for the User Subscriptions as set out in the Contract

"Subscription Term" means the Initial Subscription Term together with any subsequent Renewal Period as set out in the Contract and any further agreement in writing between the Parties.

"Support Services" means those Services set out in the Contract.

"Support Service Levels" means those Support Service Levels set out in the Contract;

"User Subscriptions" means the user subscriptions purchased by the Customer pursuant to clause 3 which entitle Authorised Users to access and use the Services and Documentation in accordance with this Agreement;

"Virus" means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise

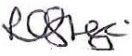
25.2 References to Statutes or Statutory Instruments include references to any modification, extension, or re-enactment thereof from time to time.


25.3 Any failure or delay by Arcadis Gen in exercising any right or remedy under a Purchase Order shall not constitute a waiver of that right or remedy.

25.4 If any term of this Contract, or any part of such term, is or becomes illegal, invalid or unenforceable in any respect, then the remainder of the Contract will remain valid and enforceable.

Agreed for and on behalf of
Arcadis GEN UK Limited:

Agreed for and on behalf of
District of Columbia Government:

(1) Signature: 
(Authorised Signatory)

(1) Signature: 
(Authorised Signatory)

PrintRachel Stringer (aka White).....

Print..... Anthony A. Stover

Date29 March 2021.....

Date..... March 31, 2021

Service level agreement

1 Service agreement

This agreement governs the use of the EDA software and sets out the Customer's rights and remedies in the event of any failure or interruption in the provision of the software defined in Schedule 1.

2 Service commitment

Arcadis Gen provides a 95% uptime commitment for customers. If we fall short of our 95% uptime commitment and your usage of the software is affected, we'll add service credit to your account for future use against reports generated.

Uptime is the percentage of total possible minutes the software was available during a fiscal quarter. Our commitment is to maintain at least 95.0% uptime, excluding planned downtime for maintenance:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Available Hours

T = Service Hours (24 hours x 7 days x 3 months)

M = Planned Maintenance Hours

D = Unplanned Downtime Hours

2.1 Unplanned Downtime Hours

Downtime is the overall number of hours the software was unavailable during an Arcadis Gen fiscal quarter (i.e., 1 January to 31 March every three-month period thereafter).

Arcadis Gen calculates unavailability at the hosted firewall.

Downtime excludes the following:

- Slowness or other performance issues with individual features (link expansions, search, file uploads, etc.)
- Issues that are related to external apps or third parties, including shared channels
- Any products or features identified as pilot, alpha, beta or similar
- External network or equipment problems outside of our reasonable control, such as bad routing tables between your internet service provider (ISP) and the cloud
- Scheduled downtime for planned maintenance
- Any failure of the customers software. internet service provider or network connection (or any similar circumstances beyond the demarcation point of Arcadis Gen' network or infrastructure);
- A Force Majeure Event;
- Any systemic internet failures;
- The Customer's bandwidth restrictions;
- Default Event or any other default, act or omission of the Client or any third party; or
- Any event or matter outside of Arcadis Gen' direct control.

2.2 Planned Maintenance Hours

Sometimes we need to perform maintenance to keep the software working smoothly. If planned

maintenance is necessary, we'll give you at least 48 hours' advance notice.

3 Service Management

3.1 Support services

We realize that on occasions things do not work as we would expect so we have a Customer Support team available for you to report incidents.

Our customer support hours are 09:00 to 17:00 EST Monday to Friday, except public holidays.

We will provide a Service Desk for Authorised Users to access in relation to the Software. This includes remote diagnosis and where possible correction of faults in the Software. A support request can be raised via contacting support@arcadisgen.com

This automatically creates a ticket and an automated response will be sent to confirm receipt of the request. This reply will contain a unique ticket reference to identify the ticket.

Arcadis Gen's Customer Support Team shall use all reasonable endeavours to resolve issues raised through the Support Services promptly, and in any case in accordance with the Service Level Agreement (SLA). An outage will be deemed to have started from the receipt of an incident relating to the outage to Arcadis Gen Service desk.

Issue resolution may take a number of forms:

- Advice or work around regarding how to proceed
- Recommendation for additional training
- A bug/defect being raised on the software
- Change requests being raised
- A patch needing to be deployed to the software

3.1.1 Incident prioritisation

Priority	Description	Response Time	Resolution Time
P1: business critical	Business critical fault with no reasonable work around	1 business hour	1 business day
P2: high	Fault critical to completion of the user's task, but where a reasonable work around is possible	4 business hours	5 business days
P3: medium	Fault not critical to completion of the user's task, but where no reasonable work around is possible	1 business day	15 business days
P4: low	Fault not critical to completion of the user's task and where a reasonable work around is possible	2 business day	By agreement only
P5: very low	Fault with no significant importance to completion of the user's task	5 business days	By agreement only

Our response time commences from receipt of the ticket at our service desk during normal business hours.

The Customer will determine, acting reasonably, into which severity category an issue fall. Arcadis Gen's Customer Support Team shall assess that severity category and reserve the right to reassign priority according to that assessment. Arcadis Gen Customer Support Team shall ensure that it's response to a request includes the information to the extent such information is relevant to the request. Typically, this will include an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.

Where resolution of issues involves actions to be carried out by the Customer that time will be excluded from any performance metrics for the measured time to resolve the issue.

3.1.2 Business continuity

Business continuity metrics for Arcadis Gen's Azure environment are provided below:

- Recovery Point Objective (RPO) = 24 hours
- Recovery Time Objective (RTO) = 4 hours

Both RPO and RTO are measured from the time the incident is declared a P1 (Major Incident).

3.1.3 Major Incident Management

In the event that a Major Incident occurs, we shall investigate and (working with other Suppliers where applicable and to the extent deemed reasonably necessary) produce a Major Incident Report within five (5) Working Days following the day on which the Major Incident is notified to us by the customer.

Each Major Incident Report shall include at a minimum:

- Major Incident reference;
- Major Incident summary;
- business impact of the Major Incident;
- resolution summary;
- root cause; and
- any further actions.

3.1.4 Incident Escalation

Arcadis Gen operate a typical tiered support model of 1st, 2nd and 3rd line process. If an incident cannot be resolved by the 1st or 2nd line, it is transferred into a 3rd line team.

In the event that an incident needs to be escalated beyond this process, the following escalation points are available:

Head of Customer Support, Michelle Towle (michelle.towle@arcadisgen.com)

Nominated Customer Success or Account Manager

Chief Customer Experience Officer, Mark Berridge (mark.berridge@arcadisgen.com)

4 Upgrades

Access to incremental versions (patches, security updates, minor version upgrades e.g. version 3.5 to 3.6) of the software are offered for free whilst a valid support agreement is in place. Updates are provided via the Arcadis Gen Azure environment. The Arcadis Gen customer support team liaise closely with customers to ensure that updates are provided seamlessly, if any down time/outage is required, the customer will be notified accordingly.

Major version upgrades (e.g. from version 3 to 4) will always be discussed with the customer and may carry an additional cost. An upgrade path will be defined as there may be associated migration activities required.

5 Items outside the scope of this agreement

The following is out of scope of this agreement:

1. Any third-party software not provided by Arcadis Gen that interfaces with the software provided.
2. Any issue raised against a version of the product that is no longer supported. Arcadis Gen will support up to the two most recent versions of the product. For example:
 - Version 2.3 is deployed to a customer
 - Arcadis Gen subsequently release versions 2.4 and 2.5
 - Once version 2.5 is released, the customer is required to upgrade to at least version 2.4 to continue receiving support.