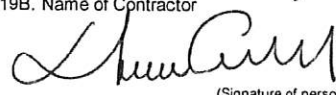


AWARD/CONTRACT		1. Solicitation Number CFOPD-19-R-026	Page of Pages 1 80 + Attachments	
2. Contract Number CFOPD-20-C-003		3. Effective Date See 20C	4. Requisition/Purchase Request/Project No.	
5. Issued By Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite E620 Washington, 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) Revenue Solutions Inc. 42 Winter Street Pembroke, MA 02359 Attn: Theresia Canniff, Corporate Secretary info@rsimail.com 888-826-1541 (o)		8. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule Section F)		9. Discount for prompt payment
Code		Facility	10. Submit Invoices to the Address shown in Line 12 Item (2 copies unless otherwise specified)	
11. Ship to/Mark For Office of the Chief Financial Officer Office of the Chief Information Officer Suite 350 1101 4th Street, S.W. Washington, DC 20024 202-442-7031		Code	12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable 1100 4th Street, SW Suite E600 Washington, DC 20024 oma.invoicing @dc.gov	
13. Contract Type Requirements with NTE Ceiling		14. Accounting and Appropriation Data		
15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price
1	ITS Support Services	1	Lot	NTE \$2,762,655.20
				NTE \$2,762,655.20
Total Amount of Contract				NTE \$2,762,655.20
16. Table of Contents				
(X)	Section	Description	Pages	(X)
		PART I - THE SCHEDULE		
	A	Solicitation/Contract Form	1	
	B	Supplies or Services and Price/Cost	2	
	C	Description/Specifications/Work Statement	6	
	D	Packaging and Marking	37	
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	G	Contract Administration Data	43	
	H	Special Contract Requirements	48	
		PART II - CONTRACT CLAUSES		
		I	Contract Clauses	55
		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
		J	List of Attachments	80
		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
		K	Representations, Certifications and Other Statements of Offerors	
		L	Instructions, conditions & notices to offerors	
		M	Evaluation factors for award	
Contracting Officer will Complete Item 17 or 18 as Applicable				
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1 pdf</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. Name and Title of Signer (Type or print) TERESIA CANNIFF, CORPORATE SECRETARY			20A. Name of Contracting Officer Anthony A. Stover, CPPO	
19B. Name of Contractor 		19C. Date Signed 10/22/19	20B. District of Columbia	20C. Date Signed 12-6-19
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

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

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of Office of the Chief Information Officer (OCIO) (the "District") requires the Contractor to provide IT technical support personnel and Electronic Taxpayer Service Center rental/hosting in support of the Integrated Tax System (ITS) of the Government of the District of Columbia (District).

B.2 CONTRACT TYPE

B.2.1 The District awards a requirements contract based on firm fixed unit prices.

B.2.2 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated in the Price Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the exact quantity that will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to all required quantities.

B.3 ALL-INCLUSIVE PRICING

B.3.1 The stated Price Per Unit for each Contract Line Item Number (CLIN) shall be fixed, inclusive of all of the Contractor's direct cost, indirect cost, and profit; including travel, material, and delivery costs. The price shall include all cost associated with the services described in and required by the Contract. The Total Estimated Price shall represent the price ceiling, fixed fee, or not to exceed amount of the Contract

B.3.2 The Contractor shall provide firm fixed unit pricing for each CLINs for the Base and all Option Periods.

B.4 PRICE SCHEDULE

B.4.1 BASE YEAR

CLIN	LABOR CATEGORY	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	NOT TO EXCEED TOTAL PRICE
001	Project Manager/Technical Lead (Business Integration Senior Manager Level 3)	2,080	Hourly	\$229.67	\$477,713.60
002	Computer Systems Specialist (Business Integration Consultant Level 4)	2,080	Hourly	\$153.12	\$318,489.60
003	Applications Programmer (Business Application Developer Level 3)	6,240	Hourly	\$135.45	\$845,208.00
004	Taxpayer Service Center Hosting Expenses Firm Fixed Price CLIN	12	Monthly	\$93,437.00	\$1,121,244.00
	Base Year Not to Exceed Total				\$2,762,655.20

B.4.2 OPTION YEAR ONE

CLIN	LABOR CATEGORY	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	NOT TO EXCEED TOTAL PRICE
101	Project Manager/Technical Lead (Business Integration Senior Manager Level 3)	2,080	Hourly	\$235.41	\$489,656.44
102	Computer Systems Specialist (Business Integration Consultant Level 4)	2,080	Hourly	\$156.95	\$326,451.84
103	Applications Programmer (Business Application Developer Level 3)	6,240	Hourly	\$138.84	\$866,338.20
104	Taxpayer Service Center Hosting Expenses Firm Fixed Price CLIN	12	Monthly	\$94,839.00	\$1,138,068.00
	Option Year One Not to Exceed Total				\$2,820,514.48

B.4.3 OPTION YEAR TWO

CLIN	LABOR CATEGORY	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	NOT TO EXCEED TOTAL PRICE
201	Project Manager/Technical Lead (Business Integration Senior Manager Level 3)	2,080	Hourly	\$241.30	\$501,897.85
202	Computer Systems Specialist (Business Integration Consultant Level 4)	2,080	Hourly	\$160.87	\$334,613.14
203	Applications Programmer (Business Application Developer Level 3)	6,240	Hourly	\$142.31	\$887,996.66
204	Taxpayer Service Center Hosting Expenses Firm Fixed Price CLIN	12	Monthly	\$96,736.00	\$1,160,832.00
	Option Year Two Not to Exceed Total				\$2,885,339.64

B.4.4 OPTION YEAR THREE

CLIN	LABOR CATEGORY	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	NOT TO EXCEED TOTAL PRICE
301	Project Manager/Technical Lead (Business Integration Senior Manager Level 3)	2,080	Hourly	\$247.33	\$514,445.30
302	Computer Systems Specialist (Business Integration Consultant Level 4)	2,080	Hourly	\$164.89	\$342,978.46
303	Applications Programmer (Business Application Developer Level 3)	6,240	Hourly	\$145.86	\$910,196.57
304	Taxpayer Service Center Hosting Expenses Firm Fixed Price CLIN	12	Monthly	\$99,154.00	\$1,189,848.00
	Option Year Three Not to Exceed Total				\$2,957,468.33

B.4.5 OPTION YEAR FOUR

CLIN	LABOR CATEGORY	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	NOT TO EXCEED TOTAL PRICE
401	Project Manager/Technical Lead (Business Integration Senior Manager Level 3)	2,080	Hourly	\$253.51	\$527,306.43
402	Computer Systems Specialist (Business Integration Consultant Level 4)	2,080	Hourly	\$169.02	\$351,552.93
403	Applications Programmer (Business Application Developer Level 3)	6,240	Hourly	\$149.51	\$932,951.49
404	Taxpayer Service Center Hosting Expenses Firm Fixed Price CLIN	12	Monthly	\$102,129.00	\$1,225,548.00
	Option Year Four Not to Exceed Total				\$3,037,358.84

SECTION C**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 SCOPE**

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of Office of the Chief Information Officer (OCIO) (the “District”) requires the Contractor to provide IT technical support personnel and Electronic Taxpayer Service Center rental/hosting in support of the Integrated Tax System (ITS) of the Government of the District of Columbia (District).

C.2 BACKGROUND

- C.2.1 The District of Columbia Office of Tax and Revenue (OTR), in the Office of the Chief Financial Office (OCFO) has successfully migrated to a new MITS (modernized Integrated tax system) during the past four (4) years. Only the Real Property Tax remains in the legacy Integrated Tax System (ITS). The process also included a major tax form redesign process that provided the infrastructure for the ITS Integrated Data Capture System (IDCS). IDCS is an image-based system, based on a scanning system marketed as the “Imaging and Data Capture System.”
- C.2.2 OTR utilizes IDCS to scan and image documents and capture the document data keying from image or using Optical Character Recognition (OCR) software. The lockbox Contractors also provide scanning, imaging and data capture services outside of IDCS and provide the data and images to be loaded to the ITS and the OTR Image Repository respectively. The tax processing systems require application programming and form profile changes annually to implement yearly tax law changes to the District of Columbia tax code and regulations and legislative changes to the Federal tax laws that impact DC taxes. In addition, the District of Columbia may revise its tax laws at any time and OTR must incorporate such changes into ITS and IDCS.
- C.2.3 The Office of the Chief Information Officer (OCIO) is now responsible for maintaining systems for all the OCFO. OCIO’s Tax Systems Group (TSG) fully supports OTR.
- C.2.4 OTR requires support for various system functions and processes. This includes continual Contractor maintenance support of ITS software changes. The Contractor shall implement vital tax application enhancements for Real Property processing of Assessment Notices, First and Second Half Bills, and Tax Sale. Recent major enhancements include an upgrade to the eTaxpayer Service Center (eTSC) to allow tax certificates to be requested online. TSG must maintain an adequate level of expertise and support of ITS, ensuring continuity of successful Real Property tax and remittance processing.
- C.2.5 ITS is a complete enterprise-wide, transaction-based tax processing, remittance deposit and master file posting and tracking system, with electronic and web-based facilities added. It utilizes a combination of customized and proprietary software and includes major architectural components and processes.

C.2.6 ITS Core Processing was initially for returns processing, taxpayer accounting, billing, refunding, collections processing and revenue accounting. With the implementation of the Modernized ITS (MITS), ITS is used for only two business forms, but primarily for Real Property tax needs for District of Columbia residents. Currently, ITS processes 200,000 assessments annually, and bills semi-annually for real property taxpayers. ITS provides controls, monitors, and manages hundreds of thousands of taxpayer inquiries. It consists of two residual business tax processes, and real property tax processing. This is accomplished in a single integrated and overlapping system. The ITS major functional procedures are represented in a high-level overview below.

- I. On-line interactive update and review.
- II. The ITS on-line functionality includes the following:
 - a. History of all real property tax transactions for taxpayers (bills, payments, returns, notices, suspended transactions, etc.)
 - b. Copies of returns, bills and notices – images on line
 - c. Ability to correct and revise batches, transactions, along with system prevention of invalid changes
 - d. Inclusion of Computer-Assisted Mass Appraisal (CAMA) data on assessment valuations as well as billing, payments, etc. for real property
 - e. Interrelations of persons, organizations, addresses and other demographics, and properties for tax purposes
 - f. On-line audit of activity
- III. Daily mainframe processing
 - a. Preparation of files for initial processing
 - b. Upload and “pre-validation” of data; various jobs for various tax types
 - c. Interface processing; ITS with various functional parts of the system such as IDCS, lockbox, etc.
 - d. Reformatting, merging, extracting, validation
 - e. Payment and transaction processing with suspension or posting
 - f. Reporting, notice generation, certificates
 - g. CAMA interface
 - h. Various reports issued
 - i. Real property data extract for the Web site
 - j. Daily backups
- IV. Weekly mainframe processing. There are weekly runs for business taxes, real property taxes, data refreshes, etc. which includes:
 - a. Business bill selection and processing
 - b. Preparation of bills and notices

- c. Numerous special processing and special reports

V. Monthly mainframe processing

- a. Monthly backups
- b. Monthly reports

VI. On-request jobs

- a. Various special runs, reprints, special notices, special calculations, etc.
- b. Special data clean-up and correction jobs

VII. Batch jobs to process data received from the web site via eTSC

- a. Uploading and interfacing of files
- b. Batch and transaction validation
- c. Suspension, posting and payment
- d. Extracts and reports, including the daily eTSC summary report

C.2.7 Integrated Data Capture System (IDCS) is a system for processing tax returns and incoming correspondence. IDCS relies on Government support and contractual support. It integrates equipment and software products from several vendors, including a commercial system marketed as the "Imaging and Data Capture System." Images and tax data are loaded to a master tax file, which maintains a complete record of each taxpayer's client financials. IDCS also includes workflow supporting remittance processing, data capture and review. IDCS has been updated to the most current version recently (version 5.0). The ITS Maintenance Contractor shall be required to support this new version of IDCS by maintaining and updating the interface(s) between ITS and IDCS.

C.2.8 eTaxpayer Service Center (eTSC) is a web site that supports electronic filing of real property activity. This web site supports the legal requirements necessary for taxpayers to pay taxes electronically, request tax certificates, initiate Appeals of their assessments, and file Interest and Expenditure (I&E) forms online.

C.2.9 RESERVED

C.2.10 Group 1, DOC1 Software is used for preparation of notices and bills. DOC1 is an electronic mainframe software document composition system that assists in the automated preparation of documents, such as assessment notices, first and second half real property bills, letters, and invoices. The Contractor will develop and maintain DOC1 notices and bill forms during the course of the contracting period. In particular, changes to many of the notices and bills must be done on an annual basis. OTR expects that the Contractor may assume an average of five to seven new or revised bills and notices each year.

C.2.11 Real Property Computer-Assisted Mass Appraisal (CAMA) system is used for the annual revaluation of residential and commercial properties. The system is called Vision Appraisal Technology; and is commonly known as "Vision."

- C.2.12 Various utility packages and other facilities that support the ITS, including Group 1 software for address checking and correction, TrackPlus for tracking progress of software maintenance and other ongoing work on the system, offset processing systems, on-line windows encoding, etc. Also, OCIO uses CA-Endevor for life-cycle management of software to control migrations, provide automated approval control, and enhance module security.
- C.2.13 Enterprise software, COBOL software, SAND Reports and SQL Server Reporting Services (SSRS) software is used for standard reporting activities. OTR estimates the number of new and revised reports each year to be approximately 10.
- C.2.14 DB2 Relational Database Management System is for the implementation and maintenance of tables and views and Image repository Filenet support as necessary
- C.2.15 E-commerce activities are utilized by OTR and OTR has integrated or is pursuing E-Commerce usage in several areas, in addition to the eTSC operation described above. These include systems such as the following:
- a. The use of electronic checking and ACH capabilities (Automated Clearing House).
- C.2.16 ITS Modernization transition shall be effective during the life of this contract with OTR undertaking a large project to modernize the ITS Real Property processing via a separate Request for Proposal and contract. The ITS Maintenance Contractor shall be required to provide support and assistance to OTR, the OCIO TSG and the contractor(s) chosen for the Real Property Modernization project in the transition to the new system architecture and applications. This includes technical and process knowledge transfer and required architectural and automated processing changes to the existing system components and interfaces to the new components.

C.3 REQUIREMENTS

- C.3.1 During the life of the contract, the Contractor shall provide maintenance support to OTR at the Government office and through the eTSC for the ITS. This shall include implementation of system changes and enhancements to meet statutory and operational needs, as well as resolution of system errors. In addition, maintenance support shall include technical operations assistance to OTR, as needed, for timely processing of tax-related data. Implementation of technical architecture changes and enhancements to support overall system needs is expected. The Contractor shall provide support and assistance to the OTR, the OCIO TSG and the contractor(s) chosen for the Real Property Modernization project in the transition to the new system architecture and applications. The Contractor shall work closely with TSG technical staff and assist in expanding and transferring their knowledge of the ITS technical environment. The ITS system encompasses a number of different applications, including:
- A. Integrated Data Capture System (IDCS) for processing notices, bills, and incoming correspondence, including forms processed by our lockbox contractors.
 - B. eTaxpayer Service Center (eTSC) web site that supports electronic payments (both business taxes and Real Property tax), on-line real property database search, and real property tax payment (RPT) applications, etc.

- C. The SAND Technology system, an executive dashboard for monitoring processing inventories.
 - D. Real Property Computer-Assisted Mass Appraisal (CAMA) system for the valuation of residential and commercial properties.
 - E. Lockbox processing for certain data that another Contractor prepares off-site for entry into ITS.
- C.3.2 Support shall include technical support of ITS (Real Property billing) and related applications and work on the backlog of system maintenance and automation activities. It shall also include assistance in support of new tax initiatives, support and enhancement of lockbox data processing and applications, and support and enhancement of. It will include hosting, provision, maintenance, and enhancement of Internet web services such as the eTaxpayer Service Center and the support of interfaces with users and government agencies
- C.3.3 The Contractor shall be responsible for transition to the new system. Functional areas shall include business tax processing, individual income tax processing, real property tax processing, technical architecture and infrastructure analysis, knowledge transfer of information to DC employees, ITS Modernization transition, security of the ITS system, including Internet security and support for quality assurance.
- C.3.4 The Contractor shall implement vital tax application enhancements for Real Property processing of Assessment Notices, First and Second Half Bills, and Tax Sale.
- C.3.5 The Contractor shall provide support and assistance to OTR, the OCIO TSG and the contractor(s) chosen for the Real Property Modernization project in the transition to the new system architecture and applications. This includes technical and process knowledge transfer and required architectural and automated processing changes to the existing system components and interfaces to the new components.
- C.4 ITS Basic Technical and Functional Support**
- C.4.1 Architectural and infrastructure improvements needed for the stability and continued enhancement of the efficiency of ITS. This may include incorporation of additional online data storage and additional archival data storage with an expanded (DB2) database structure. The Contractor shall be required to assist in this process and the proposer shall address it.
- C.4.2 Support of the OTR Image Repository filenet
- C.4.3 Maintenance of the gateway architecture related to OCTO usage.
- C.4.4 eTaxpayer Service Center licensing. This service shall be available at all times 24/7 hosting custom-configured applications. Support shall include maintenance of the Internet connection and the servers running the application. Hosting shall include procuring and installing current versions of COTS hardware and software, to support the eTSC application. The Contractor shall perform regular scheduled maintenance of the database in order to assure a stable and redundant high-speed processing environment. Also included in these responsibilities are 1)

costs for network communications to the District wide area network (WAN) and 2) bank charges for ACH payment processing. Data security is critical in all applications. Any external Contractor sites supporting the ITS shall use virtual private network (VPN) technology and an appropriate intrusion detection system (IDS). The District shall inspect and certify said systems and technology.

C.5 Standard Applications Development Software Support

- C.5.1 OTR requires software support for SCR (System Change Requests), FSR (Functional Support Requests), and related requirements and enhancements. The SCR is the basic unit of work for individual maintenance requests and system issues. Enhancements require the development of a Business Systems Design (BSD) document that must be approved by the appropriate business units. The Contractor shall provide support for maintenance and enhancement of ITS functionality, based on documented user requirements in the BSD or individual SCRs. The Contractor shall be required to provide business and technical analysis related to requirements for enhancements, modifications and system issues including development of the BSD. This covers the ITS base application software, general system functions and all general system enhancements and improvements.
- C.5.2 The basic thrust of this category of effort shall be to eliminate backlogged SCRs and implement new SCRs not covered by the other functional areas and tasked separately. This is the principle process used to promote the stability and enhancement of the system. Whenever there is a system failure, TSG prepares an SCR to address it. Whenever the users desire a specific enhancement to a piece of the system, TSG prepares a BSD and the associated SCRs to address it. The Contractor may expect that most of the personnel working on ITS shall work on the resolution of maintenance SCRs.
- C.5.3 The District requires that Contractor's proposed personnel be skilled in computer hardware and software disciplines outlined in section C.9. The skills outlined in the labor categories provided by the Contractor shall be reviewed to ensure a proper match of skills to requirements. The Contractor shall ensure that the proper skills are available for the specified jobs.
- C.5.4 TSG shall conduct reviews of assignments to assure work is accomplished in a disciplined manner. All reports of problems or issues shall be directed to the Contractor and to the program office for resolution.

C.6 Continuing Maintenance and Enhancement of the ITS Real Property tax (RPT component)

- C.6.1 RPT continuing maintenance and needed enhancements include, or may include the following:
- I. Support for a RPT enhancement project, currently in development, to support automated processing of the homestead, senior citizen and disabled exemptions. This enhancement includes improved automated edit and audit review procedures, the capability of filing homestead, senior citizen and disabled applications and cancellations electronically, enhancement of real-time error processing, automatic application validation and automatic granting or denial of applications.

- II. Support of mortgage service enhancements, under the OTR web-based capabilities for administration of taxes on properties managed by mortgage service companies. Mortgage companies can designate properties in their portfolios via the eTaxpayer Service Center. This increases customer self-service and enhances payment processing for mortgage companies.
- III. Support for enhancement of the ITS DOC1 notices and bills in the RPT portion of the ITS system. Examples of notices recently added under the new RPT implementation include the New Lot Notice, Mixed Use Mailing, and Low Income Expiration. Examples of reports include the Abutting Lot, Homestead cancellation, Law Change Reports.

C.7 Images for Lockbox Processing and General Flow of Lockbox Processing

- C.7.1 In addition to electronic processing of data files prepared internally through IDCS, the lockbox Contractors incorporate the preparation and processing of image files under IDCS.
- C.7.2 OTR's current lockbox contract includes a service of scanning the lockbox I&E forms capturing form data. The lockbox Contractor transmits the images and data to OTR for posting to the OTR Image Repository and the TAS. The images are available to the OTR ITS users and the data is associated to new or existing taxpayer accounts for tax administration processing.
- C.7.3 The District may require Contractor support in any future design and development of the interface and of software processing of the data and image file information received. The interface shall use a secure virtual private network to transmit electronic images.
- C.7.4 In selecting these support services, the District shall require that the Contractor propose personnel skilled in computer hardware and software disciplines outlined in Section C.9. The District shall ensure that the proper skills are provided to service requirements.
- C.7.5 The District shall conduct reviews of work assignments to assure work is being accomplished in an acceptable disciplined manner. All reports of problems or issues shall be brought to the attention of the Contractor and Program Office for resolution.
- C.7.6 The current conceptual flow of IDCS lockbox processing, relative to its place in ITS is as follows:
 - I. Pre-Validation and Reformatter Procedures:
 - a. The OTR Returns Processing Administration (RPA) notifies the Tax Systems Group, Operations Division of the names of automated lockbox files received from vendors.
 - b. TSG Operations Division uploads the files from the PC to the mainframe.
 - c. TSG Operations Division run jobs to validate the files.
 - d. The system automatically emails the MS Exchange server with the results of this validation process, and the report is automatically forwarded to MS Outlook and to various OTR personnel.

- e. Reformatter validations take place after each lockbox file has been validated. Its primary purpose is to reformat these files into the format acceptable to ITS and then to “revalidate” the files using the same validations performed in the previous routines.
- f. Further processing continues with the standard ITS batch processing applicable to all input files.

II. Validations Performed

- a. Validate batch and transaction numbers, assuring both are numeric.
- b. Check that all numeric fields contain valid numeric data.
- c. Ensure that all dates are valid.
- d. Check the tax type against a table of tax types to be sure the type is valid.
- e. Assure that the batch ID does not duplicate one already entered into the system.

C.8 Other System Functions to Be Supported

C.8.1 OTR requires support in various other functional areas, including the following:

- I. The Integrated Data Capture System (IDCS) is operated within the Returns Processing Administration of OTR. The contractor shall also provide assistance and expertise to support the IDCS processes.
- II. Interaction of OTR systems with SOAR, the DC Government general System of Accounting and Reporting.
- III. The Remittance Processing System used in the Returns Processing Administration.

C.9 CURRENT SYSTEM – HARDWARE AND SOFTWARE

The following subsections briefly describe hardware and software used in the environment in which the selected vendor service shall provide service. It is not intended to be a complete and exact description of all hardware and software that OTR uses. It is intended to be a summary, not an exact itemization of all equipment and software within the department that provide services to DC.

C.9.1 Mainframe Hardware and Systems Software

C.9.1.1 The mainframe remote computer system available to OTR users is the ODC3 Data Center, where ODC3 derives from the DC computer identification of OCTO (Office of the Chief Technology Officer) Data Center #3 – ODC3 includes the following, or related upgrades and variations:

- I. Operating System: z/OS
- II. Hardware: IBM z9 Business Class

- III. Security Control: IBM RACF (Resource Access Control Facility)
- IV. Configuration:

C.9.1.2 The mainframe hardware is primarily IBM-based technology and knowledge of its general batch and on-line usage is a basic requirement for many of the associated tasks.

C.9.2 Typical Mainframe Applications Software

The table below lists typical mainframe software with which the selected contractor and proposed personnel shall be familiar.

Job Control Language (JCL)	COBOL	DB2
EasyTrieve	File Transfer protocol	REXX
Structured Query Language (SQL)	SYNCSORT	VSAM
SQL processor using File Input (SPUFI)	Foundation for cooperative Processing (FCP_	FAST Dump Restore (FDR)
BMC DB2 Tools	Interactive System Productivity Facility (ISPF)	Customer Information Control System (CICS)

C.9.3 Integrated Data Capture System – Hardware and Software

- C.9.3.1 A “front-end” component of the ITS is the Integrated Data Capture Systems (IDCS). IDCS captures remittances filed by DC taxpayers. Capturing remittances includes capturing both an electronic image of the form as well as the data contained on that form.
- C.9.3.2 IDCS integrates several technologies to make this happen, including imaging capture (scanning) technologies, Intelligent Character Recognition (ICR), optical disk hierarchical storage management, workflow management and database management.
- C.9.3.3 IDCS Hardware - the current IDCS environment consists of database servers, production servers and workstations, high performance scanners, encoding machines and desktop scanners.

C.9.4 eTSC Hardware and Software

- C.9.4.1 The hardware configuration includes the following components
 - a. Production Web Servers (QTY 2)
 - b. Production Application Servers (QTY 2)
 - c. Production Database Servers (QTY 2)
 - d. Database Storage Unit (QTY 1)
 - e. Production FTP Server (QTY 1)
 - f. Development / Test Server (QTY 1)
 - g. QUAT Server (QTY 1)
 - h. Hosting Staging Server (QTY 1)
 - i. Backup Server (QTY 1)
 - j. Monitoring Server (QTY 1)

- k. Intrusion Detection Server (QTY 1)
- l. Network Switches (QTY 2)
- m. Network Load Balancers (QTY 2)
- n. Backup Tape Library (QTY 2)
- o. V Console Server (QTY 1)
- p. PN Concentrator (QTY 1)

C.9.4.2 The current COTS software includes the following products:

- a. Oracle Weblogic Server
- b. Apache Web Server
- c. Adobe FDF Toolkit
- d. Appligent FDF Merge
- e. Sun Java Platform JRE & JDK
- f. Struts
- g. Log4j
- h. JAMon
- i. Symantec Storage Foundation for Oracle RAC
- j. Sun Solaris Operating Environment
- k. SSL Certificates
- l. Registered domain name (taxpayerservicecenter.com)

C.9.4.3 The current COTS software for environment support includes the following products:

- a. BrightStor Arcserve Backup
- b. Snort Intrusion Detection Software
- c. Quest Big Brother Monitoring Software
- d. McAfee Antivirus for UNIX systems and Kaspersky Antivirus for Windows systems
- e. Microsoft Windows Operating Environment

C.9.4.4 The current COTS desktop software includes the following products:

- a. Java IDE – Eclipse
- b. Quest Toad Professional
- c. Adobe Form Designer

C.9.5 PC and LAN Hardware and Software

C.9.5.1 The PC/LAN applications systems include the following for which vendor-proposed personnel shall need to have familiarity or to exhibit the ability to use:

- I. Microsoft (MS) – Word, Excel, Lotus Notes, Windows, Windows Explorer, Outlook and Power Point.

C.9.5.2 The Contractor shall provide personnel with expertise in the following applications:

- I. Oracle, Visual FoxBase, MS Visual C++, MS Access, MS Project, FCP Design, MSDN Library Visual Studio including Visual Source Safe, Doc1, FileNet, Visio, Windows, Quick Strokes.

C.10 General Vendor Requirement

- C.10.1 Maintaining the support services of the OTR systems on a current basis shall be done without serious buildup of the backlog of requests to maintain and enhance the system and data inquiries. The selected Contractor shall provide experienced personnel who can respond to the work outlined in the tasks described herein on a long-term or short-term basis. The Contractor shall be able to continue this process by staffing required tasks with professionals who have direct experience, a thorough understanding of System Development Life Cycle (SDLC) methodology.
- C.10.2 For each task specified below the Contractor shall provide task personnel for the District approval and acceptance with the appropriate experience required
- C.10.3 The Contractor shall provide candidates who have at a minimum three full years of work experience for each software platform specified in a task. All resumes for proposed staffing must reflect this experience and will be approved and accepted by the District.
- C.10.4 Training – to be defined, as part of a task’s requirements and specifications. Formal training shall be at a DC Government site or off-site, depending on the requirements for any specific task.
- C.10.5 On-the-job training – as part of a task’s requirements specifications.
- C.10.6 Knowledge transfer training – as part of each task’s requirements specifications.

C.11 TASK REQUIREMENTS

This section addresses specific tasks to be performed to implement the required objectives. The objectives of this contract are as follows:

C.11.1 Task 1: Project Management

- A. Management of all contractual work functions is the responsibility of the OTR / TSG contract Project Manager. Within that structure, the Contractor shall manage all work performed by its employees. The Contractor shall meet weekly with TSG to review work assignments and priorities. For system changes (i.e., System Change Requests - SCRs) with the Program Office, the Contractor shall estimate the number of hours to be budgeted to complete the work and shall not proceed without approval of the Government. The Contractor shall set a target completion date for each assigned task to be approved by the Government
- B. The Contractor shall submit weekly status reports in a format approved by the Government, documenting tasks completed by the Contractor and the status of tasks in progress and any

- items requiring management's attention. The reports shall be disseminated to the TSG Director and to the COTR.
- C. On a monthly basis, the Contractor shall complete and submit timecards, reporting hours worked by day and by task. The timecards shall assist in the monthly invoicing and shall be prescribed and approved by the Government.
 - D. The Contractor shall provide a monthly status report. This report shall document the status of all of the Contractor's work related to ITS and shall be in a format approved by the Government. All reports shall be disseminated to the TSG Director and to the COTR.
 - E. Within five business days after the end of each month, the Contractor shall issue an invoice to OTR for work performed during the month. Supporting details to be provided shall include employee timecards and all supporting documentation.
 - F. The Contractor shall submit documentation for all SCRs and other assignments as required.
 - G. The Contractor shall provide training and knowledge transfer for all SCRs and other assignments
 - H. Upon request, the Contractor's Project Manager shall provide status and informational briefings to the DCFO (OTR).
 - I. The District shall review and monitor work to ensure that assignments are accomplished. Problems or issues concerning Contractor work shall be immediately directed to all parties for resolution. The COTR shall inform the Contractor of any work deficiencies and the Contractor shall immediately remedy the situation for the District's acceptance and approval.

C.11.2 Task 2: Implementation of System Change Requests (SCRs)

- A. The Contractor shall implement System Change Requests (SCRs). SCRs to be completed as a part of ongoing support shall include anything related to the ITS including ITS core application, the IDCS system, reporting systems (such as SSRS), the eTaxpayer Service Center, support of software applications, lockbox interfaces, support of DOC1 software applications, and support for debit check processing. The process for identifying and initiating a project or SCR follows industry best practices SDLC methodologies and is summarized as follows:
 - I. A user, business analyst or technical analyst identifies an ITS change, enhancement, or processing issue, and presents the issue to the TSG business analyst or technical analyst responsible for preparing the business case and functional and technical requirements. A weekly Real Property Priorities Meetings with the OTR RPTA designees need to be conducted. For individual SCRS, the Senior Business Analyst determines priorities via discussions with OTR administration management. Once prioritized, the TSG Director and Development Chief assign the project or SCR to a TSG business and/or technical analyst or a Contractor business and/or technical analyst. The analyst discusses the functional issues, requirement, scope and business need with the user and appropriate personnel. The analyst prepares the project BSD and/or

documents the SCR requirements in the TrackPlus system to enable SCR tracking. The project BSDs are disseminated by the TSG for appropriate director approval before the design and the development of work begins.

- II. SCRs are classified according to the priority for implementation. Issues capable of stopping OTR from performing a certain business function (e.g., online window inoperable, batch job abend, etc.) shall receive top priority for resolution.
 - III. For SCRs assigned to Contractor staff, the Contractor reviews the SCR requirements and requests clarification as required. After a project BSD is approved and/or a SCR is clearly defined, the District shall determine the necessary system changes with assistance provided by the Contractor.
 - IV. The Contractor shall routinely have a backlog of SCRs to develop and implement. For SCRs in development, the District shall approve dates for programming and system testing completion.
 - V. The technical analyst and programmers complete the design and present the design during the TSG Technical Design Review meetings for District approval.
 - VI. Once the design is approved the programming shall begin. While programming is underway the Contractor shall document the coding logic and the process used. When completed the programmer notifies the team lead.
 - VII. The TSG Team Lead or development manager shall determine if a peer review is necessary. If a peer review is necessary, the Team Lead may assign one.
 - VIII. When an SCR is complete the Team Lead or alternative shall notify TSG that the SCR is ready for Quality Assurance testing (QA).
- B. The QA team shall perform a Quality Assurance (QA) verification and validation of SCRs and request migration of programming changes to production if they pass the testing. If an SCR does not meet requirements, the QA team shall return it to the development team for additional resolution. The Contractor shall be required to assist in QA validation.
- C. Specific SCR - Documentation and status tracking is maintained in the TrackPlus system. The Contractor shall record and track actual hours worked on each SCR in the TSG TrackPlus time reporting database and report these hours on timecards. Additional documentation, training materials, training, or knowledge transfer shall be required when assigned as part of an SCR's requirements.

C.11.3 Task 3: Resolution of Functional Support Requests (FSRs)

- A. The Contractor shall resolve Functional Support Requests (FSRs) as assigned. FSRs are similar to SCRs, but typically require technical analysis but no system changes. FSRs are tracked in TrackPlus, too. Once an FSR has been documented, TSG assigns it for resolution. The assigned person performs the required analysis and documents all analysis and findings in the FSR database.

- B. The District shall require proposed Contractor personnel skilled in various computer hardware and software disciplines, especially in the hardware and software discussed in this document (e.g., SSRS, FileNet, Oracle, etc.). The District shall review the skills in labor categories provided by the Contractor to ensure a proper match of skills to requirements.
- C. The District shall review work assignments to validate that work is accomplished.
- D. Specific FSR documentation and status tracking is maintained in TrackPlus. The Contractor shall track actual hours worked on each FSR in its time reporting database and report these hours on timecards. Additional documentation, training materials, training and knowledge transfer shall be provided when assigned as part of a FSR's requirements.

C.11.4 Task 4: Formal and On-the-Job Training, Knowledge Transfer, and Related Support

- A. Technical knowledge transfer, training to TSG staff is expected to be on-the-job coaching or group training sessions. The Contractor shall provide ongoing support in these areas.
 - I. Formal training shall be at a DC Government site or off-site, depending on the resolution of the requirement.
 - II. Documentation shall be defined by the District for all tasks' requirements and specifications.
 - III. On-the-job training shall be defined by the District for all tasks' requirements and specifications.
 - IV. Knowledge transfer training shall be defined by the District for all tasks' requirements and specifications.
- B. Sample tasking areas include
 - I. ITS usage in general,
 - II. ITS functionality as it applies to the various OTR RPTA,
 - III. Use of eTSC
 - IV. File transfer technology within the ITS operations,
 - V. Use of REXX functionality within ITS,
 - VI. VPS email reporting and improved use of VPS
 - VII. CICS within the ITS architecture,
 - VIII. Customization of ISPF/TSO using REXX,
 - IX. Improved use of DB2,
 - X. Use and security of CICS and the application of Omegamon to CICS,
 - XI. The use, and improvement of the OTR usage, of various other software packages that are embedded within ITS or used in conjunction with it, such as CA-Endevor, SAND.

- C. The preceding list constitutes TSG personnel identified training needs/requirements:

C.11.5 Task 5: Hosting Support of the eTaxpayer Service Center Web Site

- A. The Contractor shall provide hosting services and application support for the eTaxpayer Service Center (eTSC) web site. The Electronic Taxpayer Service Center (eTSC) is an Internet based application for the District of Columbia Real Property Tax Search database, which allows users to access data on District properties, tax assessment values, and property sales and pay property taxes. The eTSC application is a custom developed J2EE application hosted in a three-tier hardware / software stack (web server, application server, database server.) The eTSC application is currently hosted in an environment external to the DC government's IT infrastructure. Application maintenance to the site is contracted to another vendor. The following is a summary of the hosting environment and the associated services, as well as the application maintenance support program.
- B. The Contractor shall provide solution options for fully supporting the eTSC platform and architecture.
- i. The eTSC is hosted in an environment external to the District infrastructure. The eTSC environment is required to be hosted at a secure data center providing highly available internet uplink with the appropriate bandwidth to support the application, redundant power, access control, and industry standard physical security. The current data center facility provides the following:
 - a. Internet uplink / bandwidth (100 Mbps Internet Connection – Independent Burstable Service)
 - b. Secure physical data center cabinet space
 - c. Redundant power with generator backups
 - d. Firewall / router hardware and managed services
 - ii. The eTSC environment shall incorporate the infrastructure, hardware, and software required to support a secure, redundant, scalable, and highly available Internet application. The application is J2EE with an Oracle backend. The required environments include production, quality assurance, integration test, and development.
 - iii. The Contractor hosting the application shall provide the following services as approved by the District:
 - a. Patch management for hosting environment
 - b. Hardware management including firmware upgrades
 - c. Network administration including firewall, VPN, switches, and load balancers
 - d. Backup administration (Oracle and File Systems)

- e. Operating environment administration (currently Solaris, Windows, & Fedora)
 - f. Security administration including monthly security scans
 - g. Intrusion detection / prevention administration
 - h. Log file auditing (firewall, database, operating environment, application software)
 - i. Daily hosting environment health reviews
 - j. Environment / application monitoring, escalation, & response
 - k. Security alert monitoring, escalation
 - l. Application server administration
 - m. Web server administration
 - n. Database administration
 - o. Clustering & high availability administration
 - p. Manage secure interfaces with 3rd party systems
 - q. Maintain environment hardware & software licenses & support contracts including processing renewals
 - r. Manage co-location hosting provider and data center access
 - s. Provide 24/7 On call support
 - t. Analysis and resolution of reported issues with the eTSC environment / application
 - u. Provide support to development team
 - v. Actively work with 3rd party vendors to resolve open issues
 - w. Support and manage storage solutions
 - x. Manage SSL certificates
 - y. Manage domain name registration & DNS entries
 - z. Manage and configure monitoring system
- iv. The Contractor hosting the application shall provide the following in a format approved by the District:
- a. Monthly Hosting Report (Including Monthly Security Briefing)
 - b. Weekly Status Report
 - c. Daily Bandwidth Utilization Report
 - d. Daily Firewall Reports
 - 1. Top surfers
 - 2. Connections / hour
 - 3. Drops / rejections / hour
 - 4. Top destinations rejected
 - 5. Top sources rejected
 - 6. Top HTTP sources
 - 7. Top HTTPS sources
 - 8. Top SMTP sources

9. Top SMTP destinations

- v. The Contractor hosting the application shall provide the following services as approved by the District:
 - a. Industry standard encryption schemes for sensitive data
 - b. Intrusion detection and prevention
 - c. Access control
 - d. Fine grain auditing
 - e. Data disposal
 - f. Asset control
 - g. Patch maintenance
 - h. Firewall & perimeter security
 - i. Vulnerability assessments
 - j. Security scans
 - k. Virus scanning
 - l. Physical security
 - m. Interface security
 - n. Log file auditing
 - o. System & application monitoring & reporting
 - p. Operating environment hardening
 - q. Incident notification and response procedures
 - r. Technology refresh schedule

- vi. Supplemental to the hosting environment & hosting services, the Contractor shall be required to provide the following services:
 - a. Provide Application Support & Maintenance
 - 1. Complete system integration requests
 - 2. Complete functional support requests
 - 3. Investigate and resolve all production application issues
 - 4. Complete a post mortem for all eTSC application migrations
 - 5. Investigate and resolve all client taxpayer assistance and application support requests
 - 6. Effectively communicate to OTR/TSG the status and root cause of production incidents
 - 7. Complete annual filing season changes.

 - b. Manage the implementation of enhancements to the eTSC Application:
 - 1. Plan and deliver yearly filing season updates

2. Recommend and manage enhancements to existing eTSC functionality
 3. Effectively communicate and resolve eTSC project related risks and issues
 4. Provide a vision for future site enhancements and features
 5. Effectively communicate and organize work efforts with the ITS development team
- c. Provide eTSC Operational Support:
1. Monitor and document the execution of all eTSC batch processing
 2. Investigate and document and resolve and document all batch processing failures
 3. Identify and document the root cause of any batch processing failures
 4. Provide protective procedures to ensure that failures do not reoccur
 5. Manage and document the interfaces and relationships with 3rd party systems & vendors
 6. Monitor and manage and document the eTSC responsibilities for e-check reject processing
- d. Provide business analyst support for eTSC related projects:
1. Analyze and design new business processes.
 2. Work with the business architect and other planners to assess current capabilities and identify high-level customer requirements.
 3. Identify and define detailed product requirements and use cases.
 4. Set up and maintain the requirements traceability matrix.
 5. Work with the project manager, architects, and other team members to define metrics and performance goals for the application.
 6. Participate in transitioning the requirements and use cases to the designers, and ensure a clear and complete understanding of the requirements.
 7. Assist in translating requirements and use cases into test conditions and expected results for product, performance, and user acceptance testing.
 8. Participate in quality management reviews.
 9. Serve as a liaison to the business community. Participate in a user and task analysis to maintain the business community's perspective.
 10. Serve as a resource for the human performance architects as they evaluate training and performance support needs and design the training and performance support products.
- e. eTSC application support includes, the following:
1. On-line filing of homestead/senior citizen/disabled deduction applications
 2. On-line filing by mortgage service companies

3. On-line display of real estate bills so taxpayers can view and print their bills
 4. On-line interface with the provider for real property tax
 5. Processing Tax Increment Financing (TIF) distributions for all incoming tax returns that are subject to TIF requirements.
 6. Providing on-line inquiry processing of real property sales, assessment, tax, and payment data, including the ability to search data using various search criteria
 7. Hosting and maintaining the hardware and software required to operate the Electronic Taxpayer Service Center (ETSC).
- f. Changes to the web site (e.g., new functionality and annual form changes) shall be addressed as projects and/or SCRs under this contract.

C.11.6 Task 6: Resolution of Technical/Operations/Application Architecture Issues

- A. The OCFO Office of the Chief Information Officer (OCIO) is responsible for planning ongoing changes to the technology infrastructure and determining how to maximize ongoing investments in information technology. To continue ITS operational effectiveness, the OCIO must continue to improve the technical infrastructure design and plan the implementation of changes accordingly. The OCIO Tax Systems Group (TSG) relies on technology professionals, including supporting Contractor personnel, with extensive experience in planning and executing large-scale systems implementation programs.
- B. As part of this planning and execution, the TSG discusses issues with various software and hardware vendors and external service providers (e.g., ODC3 data center). The timing and approach for implementing technology infrastructure changes are critical to successful delivery of new tax processing capabilities. Both the technology operations and application development organizations depend on delivery of correct technology components at appropriate times in the system's life cycle. Failure to meet technological requirements will have a ripple effect throughout OTR. Possible consequences include delayed rollout of tax code changes and complete system failures that disable OTR's ability to process incoming tax returns in a timely manner.
- C. It may be necessary to require the Contractor's assistance in technology planning and implementation in order to assure continued successful operation of ITS.
- D. TSG has identified the following application architecture issues that shall require Contractor assistance:
- I. The ITS "core" application has been in production since November 2000 and is now a part of MITS. The modernization of Real Property will begin soon and the

- Contractor shall ensure the legacy system functions as needed during the development and implementation of the new system.
- II. ITS end-to-end controls of processing implementation. In 2002-2003, a Contractor automated the validation of all incoming lockbox files from one of the two lockbox contractors. The Contractor shall be required to support this effort.
 - III. Support TSG interaction with the ODC3 technical staff relative to changes and upgrades in the mainframe operating system and other systems software, to assure that ODC3 revisions do not inhibit the ITS and to assist TSG in planning for ODC3 revisions.
 - IV. Support in the use of REXX, in the analysis of the potential usage of REXX, and in the revision of REXX software modules. This includes the use of REXX for doing additional customization of the ISPF panels.
 - V. Support in the use of VPS email reports and in the analysis of potential usage of VPS email reports.
 - VI. Support in the use of CICS, including its design on the multi-platform ITS, the security procedures related to CICS, and the use of analytical tools such as Omegamon for CICS.
 - VII. Support for future enhancements and revisions to CA-Endevor migration facilities.
 - VIII. Assess OTR's use of software packages, such as the use of Group 1 Code1
 - IX. software, CA-Endevor, REXX, VPS, ISPF, SAND and other packages to assure that OTR is getting maximum benefit from the various software packages.
 - X. Support in improvement of procedures for using DB2
 - XI. Support in the use of Fast Dump Restore

C.11.7 Task 7: Application Support of CAMA system

- A. The ITS system includes a Computer-Assisted Mass Appraisal (CAMA) software application. This is used to revalue all commercial and residential properties in Washington, DC. Data is replicated nightly between the CAMA system and the ITS Core system. Assessment data is passed from the CAMA system to the eTSC.
- B. Although the CAMA application requires minimal technical support, it requires the Contractor to provide part time support for ad hoc maintenance to ensure continued stable operation. The Contractor shall implement design changes or enhancements relative to CAMA.
- C. The Contractor shall assist with implementation of any new software.

C.11.8 Task 8: Application Support of IDCS Forms Development

- A. ITS incorporates the IDCS as image processing software. Several software packages are a part of the IDCS process. For example, FileNet workflow and imaging software, Visual Basic and an Oracle database are used for a part of the process. As an integral part of ITS, IDCS is essentially a pre-processor for ITS. The IDCS form development includes the

principle IDCS task implementation of new tax forms, changes to existing tax forms, and the scanning of tax data on forms into the IDCS system. Tax transaction data is scanned into IDCS and processed in the ITS. During this processing, personnel can correct and repair the transaction. Annual revision of forms occurs each new tax year.

- B. The Contractor shall develop and implement new tax forms, change existing forms in IDCS, and assist in maintaining IDCS software.

C.11.9 Task 9: Support of the ITS gateway processing

- A. The Contractor shall evaluate how gateway processing can be enhanced to meet the District's needs and shall assist in the implementation of an enhanced configuration for Gateway processing.
- B. Please note that the current system involves proprietary software and a new Contractor shall have to take this into consideration.

C.11.10 Task 10: Enhancements to Technical Infrastructure

- A. TSG anticipates making upgrades to the ITS technical infrastructure as there are advances in the market place. As new versions of commercial-off-the-shelf (COTS) products and new tools become available in the market place, TSG shall utilize these advancements by implementing new tools to enhance the ITS environment.
- B. As part of the contract scope, OTR shall utilize Contractor support to prepare recommendations regarding new products and assist with installation and configuration of tools for the ITS environment.
- C. OTR provides the following as examples of technical initiatives that are using or have used Contractor assistance:
 - I. Windows 10 laptop deployment. The Contractor shall conduct testing of ITS client configuration on the new platform. The Contractor shall support preparation of new product recommendations and configurations of tools for the ITS environment
 - II. ITS includes interfaces to the Image Repository for the storage and index insert of tax return and correspondence images from IDCS and the lockbox, as well as for view access from TAS. The Contractor shall support all interfaces to the Image Repository
 - III. Support of Group 1 DOC1 software architecture which is used by OTR for document composition. OTR recently upgraded this software.

C.11.11 Task 11: Summary of Miscellaneous Required Support and Enhancements

- A. The list of requirements in this section is a specific set OTR has identified as being essential. The Contractor shall support each task requirement.

- I. The District has a requirement for the completion of a development of the RPT Homestead processing activity (a method of property tax relief). This includes the electronic filing of homestead returns. This shall also include improved automated edit and audit review procedures, the capability of filing homestead and senior citizen and disabled applications and requests for cancellation electronically (as listed under the eTSC task above), enhancement of real-time error processing, automatic application validation, and automatic granting or denial of requested deductions. This project has been contracted to a separate vendor, but the ITS Maintenance
- II. This requirement is established to support any OTR current or future initiatives in the area of disaster recovery. The Contractor shall provide expertise in any computer technology in use within the OTR program office. Of particular importance would be the backup and recovery of the database, availability of alternative servers and initiation of their use, the communication lines, and the automated reports.
- III. Technical enhancement of the web site is performed to provide forms, notices and bills.
- IV. Support for capacity planning:
 - i. ITS has used the full capacity available to an ITS system function, database file, operation, or other facility. The response has been to analyze and then to upgrade, condense, archive, or otherwise make a greater capacity available. The Contractor shall analyze the system and determine the areas of potential system failure and plan for stabilization and correction in advance.
- V. The Contractor shall assist with enhancements and maintenance of web services. The Contractor shall be required to design, implement and maintain TSC web services.
- VI. The Contractor shall assist with Automated Internal Controls. The Contractor shall be required to assist in the analysis of existing automated controls within ITS, and the design, implementation and support of additional ITS controls.

C.11.12 Task 12: ITS Real Property Modernization project transitional support.

The ITS Maintenance Contractor shall be required to provide support and assistance to OTR, the OCIO TSG and the contractor(s) chosen for the ITS Real Property Modernization project in the transition to the new system architecture and applications. This includes technical and process knowledge transfer and may include required architectural and automated processing changes to the existing system components and interfaces to the new components.

C.12 GENERAL DAILY WORK ORDER METHODOLOGY

- C.12.1 The TSG software development methodology requires a software development life cycle that supports the Level II organization requirements defined by the Carnegie Mellon Software Engineering Institute model.
- C.12.2 Internal to TSG, computer personnel generally work under Systems Change Requests (SCRs). These are TSG's internal version of work orders or engineering change requests. TSG places computer software work orders in a database, generally called the SCR database, maintained under TrackPlus. Assigned work generally shall be within an SCR (or a related, but similar, type of document). As personnel work on an SCR, they must document progress in the SCR data base.
- C.12.3 The Contractor shall be responsible for delivering all end items specified in the SCRs or other work assignment documents. Further information on these SCR procedures shall be provided on request.
- C.12.4 The following items are samples of the types of deliverables that could fall within the scope of these tasks. They illustrate the type of work the Government requires under this contract:
- A. Software application installation and revision
 - B. Software documentation
 - C. Application installation plan and application installation
 - D. Technical recommendations and system specifications
 - E. System upgrade report – related to specific application software systems (such as Doc1, Oracle)
 - F. System software configuration and revision documentation
 - G. Software test plan and analysis report
 - H. Software quality assurance report
 - I. Commercial-off-the-shelf (COTS) software evaluation report
 - J. Implementation report
 - K. Training and training materials
 - L. Application and system documentation
- C.12.5 Not all of the tasks shall require all of the services. All application system installation tasks shall be on the PC/LAN hardware. TSG requires software that the Contractor shall perform application revisions and provide documentation on for all applicable systems.
- C.12.6 Contractor deliverables shall be documented in a manner that is approved by the Government and that TSG staff with comparable experience shall be able to support the work developed by the Contractor.
- C.12.7 All deliverables under the work requirements shall become the property of the Government of the District of Columbia.

C.12.8 OTR estimates the number of new and revised reports each year to be approximately ten. The reporting system in use at OTR involves the following:

- A. Creation of the COBOL report.
- B. File transfer from mainframe to PC / server using FTP software.
- C. Generation of the result to a SSRS report.
- D. VPS or other transmission of the SSRS report to an Outlook folder

C.12.9 The above is intended to show a common practice used within OTR that the Contractor shall support. OTR shall require contractor support in enhancing and revising this process and the offeror shall address this.

C.13 QUALITY CONTROL METHODOLOGY FOR ASSIGNMENT OF CONTRACTOR PERSONNEL

C.13.1 The District requires that all people proposed by the Contractor be skilled in various aspects of computer hardware and software, as specified by each task. When requested, the Contractor shall propose qualified personnel to support a task. The general procedure for selecting personnel shall be as follows:

- A. The District requests the Contractor to provide the names and resumes of personnel proposed to work on this project.
- B. The Contractor shall provide resumes of proposed personnel. The format and content of these resumes shall be as follows:
 - I. Name, address, and telephone numbers of the individual
 - II. Job title of individual
 - III. Position for which the individual is being proposed
 - IV. Education
 - V. Work history of the individual, to include the following:
 - (a) Summary of experience, showing that the individual has experience equal to the requirements in this solicitation.
 - (b) Organizations for which the individual has worked, length of assignment, and duties and responsibilities. List the most recent assignments first. This work history must exhibit the experience required by the proposed position.
- C. The District shall review the labor categories and resumes. The Contractor shall certify the skills and competency levels of each individual.

C.13.2 The Contracting Officer's Technical Representative shall conduct reviews to assure that the work is satisfactory, directing any reports of problems or issues to the Contractor and to the Contracting Officer for resolution.

C.13.3 The Contractor shall notify the Contracting Officer's Technical Representative and the Contracting Officer thirty (30) days prior to the replacement of any assigned personnel. The Contractor shall certify the skills and competency levels of each individual. The new proposed individual shall be approved and accepted by the Government. The Contractor shall prepare for the Government a minimum of three resumes to be reviewed and approved as outlined in Section C.7.1.2.

C.14 LABOR CATEGORY DESCRIPTIONS, FUNCTIONAL SUMMARIES, AND SCHEDULED DELIVERABLES

C.14.1 Services to be performed cover the spectrum from local microcomputer applications to large scale integrated systems and involve a variety of software languages and hardware platforms. The Contractor shall provide a project management and organizational structure appropriate to management of substantial support operations involving multiple systems development efforts.

- A. Contractor personnel shall be proposed under the appropriate labor categories based on skills and experience. The Contractor shall present information to clearly support assignment of proposed individuals under the proposed labor categories for District acceptance and approval.
- B. The Contractor shall notify the Contracting Officer's Technical Representative and the Contracting Officer thirty (30) days prior to the replacement of any assigned personnel.

C.14.2 Labor Category Positions

- A. The Contractor shall provide personnel satisfying the minimum qualifications described for each labor required category. The Contractor shall present information that clearly supports assignment of the proposed individual to the given position. The following briefly describes each position prior to commencement of work.
 - I. **Project Manager cum Technical Lead** – The Contractor's counterpart to the DC program or technical manager. This individual shall manage substantial program/technical support operations involving multiple systems maintenance efforts. Organizes, directs and coordinates the planning and execution of all programs and technical support activities. This person shall have demonstrated information technology expertise and communication skills, sufficient to interface with all levels of management. This person shall establish and alter, as necessary, support resources to effectively direct program/technical support activities. They shall meet and confer with TSG management regarding the status of resolution of specific contractor program/technical activities and problems, issues and conflicts. Applicable GSA Labor Category: Business Integration Senior Manager (level 3).
 - II. **Computer Systems Specialist** – This individual analyzes, evaluates, and reviews computer software. This individual must possess a wide range of capabilities, including relevant technical and functional expertise. They shall develop and oversee plans for automated data processing systems from conceptual design

through implementation. Analyzes data and defines business processes, software programs and functional business rules to determine the output results required to ensure that functional specifications are met. This person coordinates closely with the project manager to ensure that implementation schedules and budgets are met. This individual develops software design solutions in conjunction with the functional users, identifying alternative solutions. The Contractor shall coordinate and test these solutions in a prescribed manner. The Contractor shall provide support for testing, implementation, and correction of ongoing application software programs to support prescribed systems. Applicable GSA Labor Categories: Business Integration Consultant (level 4).

- III. **Applications Programmer**-The Contractor shall assist with the Applications and Programmer analysis functional business applications and design. The Contractor shall assist with specification for functional areas. The Contractor shall translate detailed design into computer software. Tests, debugs and refines the computer software to produce the required product. The Contractor shall prepare required documentation including both program level and user level documentation. This shall encompass full migration procedures for production implementation. Migration procedures are to be used for full regression testing to ensure completeness and accuracy of completed programming. Enhances software programs to reduce operating time and improve efficiency. Has relevant experience with programming languages and utilities applicable to the ITS environment. Applicable GSA Labor Categories: Business Application Developer (level 3).

B. Estimated Functional Expenses

- I. The Contractor shall address specific functional areas under this contract. Some of these will be newly assigned functions; some will be standard support, repair, and enhancement activities. The following provides a summary breakdown of the functional areas. For additional information refer to, Section C.2 and C.5.
- II. ITS base technical and functional support – the basic architecture and technical support. This includes the following:
- III. Architectural and infrastructure improvements needed for the stability and continued enhancement of the efficiency of ITS.
- IV. Support for OTR in any software resources necessary to deal with the lockbox contract.
- V. eTaxpayer Service Center licensing. Provides 24 hour a day, seven day a week, (“24/7”) hosting of the custom configured eTSC application. This includes supporting a network connection to the Internet for this application and maintaining the servers running the application. It also includes procuring and installing current versions of COTS hardware and software needed to support the eTSC application.

Regular scheduled maintenance of the database shall be performed to promote a stable environment. Included in the hosting are costs for network communications to the Government WAN. Also included are bank charges for ACH payment processing. This service is the complete responsibility of the Contractor, including security validation and reporting. Any external Contractor sites supporting the ITS shall use virtual private network (VPN) technology and an appropriate intrusion detection system (IDS). The existing Contractor has purchased and owns the eTSC hardware and COTs products listed in Section C.3.4. OTR owns the applications software. In the proposal the bidder is expected to provide solution options for fully supporting the eTSC platform and architecture as described in Section C.5.5.

- C. Standard software support for SCR (System Change Requests), FSR (Functional Support Requests), and related support requirements and enhancement – generally the ITS base application software consisting of the system functions prior to the present and any general enhancements to the system. The Contractor shall provide support for maintenance and enhancement of existing ITS functionality, based on user requirements.
 - I. The basic components of this category will be the backlogged SCRs and new SCRs, not covered by the other functional areas.
- D. Additional enhancements for the Real Property Tax subsystem of ITS.
 - I. Updating notices and bills with current information, per year/half
 - II. Support Business Improvement Districts (BIDs) billing using BID-provided taxes
 - III. Produce ad hoc notices and bills as required by RPTA (ex., Homestead recission)
- E. Automated Internal Controls. The OTR is committed to improving internal controls. The Contractor will be required to assist in the analysis of existing automated controls within ITS as well as the design, implementation and support of additional ITS controls.
- F. Real Property Modernization Transition. The ITS Maintenance Contractor shall be required to provide support and assistance to OTR, the OCIO TSG and the contractor(s) chosen for the ITS Real Property Modernization project in the transition to the new system architecture and applications. This includes but is not limited to technical and process knowledge transfer and may include required architectural and automated processing changes to the existing system components and interfaces to the new components.

C.14.3 Scheduled Deliverables – Reporting Requirements

A. In addition to reports specific to a task, such as the SCR and FSR reporting requirements, the contract requirements include certain scheduled reporting requirements for submission to management that presents the summary of work done and the costs. Specifically, as part of this scope of work, the Contractor shall provide periodic status reports as deliverables to OTR. The following lists each of these periodic deliverables and corresponding acceptance criteria:

I. Weekly Status Reports: The Contractor shall provide weekly status reports that shall contain:

- (a) Tracking plans, updated weekly, for the duration of the contract. This includes tasks underway by the Contractor, the current status of each, and the expected activity during the next week.
- (b) A narrative review of major work efforts accomplished during the reporting period and/or other significant events as tracked against the iterative tracking plans. Outstanding Issues for management attention.
- (c) Staffing issues (expected travel, vacation, training, rotation, etc.) and vacancies (date occurred, anticipated fill date, reason for vacancy).

II. Acceptance Criteria: The Contractor shall deliver the reports by close of business (COB) each Monday (or the following day when Monday is a holiday) to the Contracting Officer's Technical Representative, in three hard copies and one electronic copy.

B. Semi-monthly Time Cards

Acceptance Criteria: The Contractor shall complete and submit time cards, reporting hours worked by day and by task for the half-month period, and any allowable expenses. These time cards shall assist with monthly invoicing. Time cards shall detail hours by each assigned task and report hours by day and total hours. Labor rates shall agree with the approved labor rates for each labor category.

- I. The Contractor shall deliver the time cards on the next working day after the 15th of each month and the next working day after the final day of the month to the Contracting Officer's Technical Representative.

C. Monthly Status Reports

Acceptance Criteria: The Contractor shall provide a monthly status report documenting the progress of application maintenance work. The Contractor shall deliver three hard copies and one electronic copy to the COTR. The monthly status report shall also include:

- I. Number of SCRs completed during the month
- II. Listing of specific SCRs completed during the month
- III. Listing of specific SCRs in process (including those assigned but not started)
- IV. Listing of the SCR inventory by status
- V. Listing of the SCR rework by reason
- VI. Listing of the FSR inventory
- VII. Listing, description, progress, and status of other tasks currently assigned.
- VIII. Status of known technical issues and items in need of attention
- IX. Any known management, status or contractual issues that should be brought to the attention of the OTR COTR and the C.O. If such an issue exists, it shall be communicated to the DCFO as part of a schedule of Government accepted and approved briefings referenced under the duties of the project manager.

The Contractor shall deliver the reports within five (5) business days after the last business day of the month. The Contractor shall deliver three hard copies and one electronic copy to the COTR.

D. Monthly eTSC Hosting Reports:

- i. Acceptance Criteria: The Contractor shall provide once monthly a report documenting the status of the eTSC web site processing. The Contractor shall deliver three hard copies and one electronic copy to the COTR and the Program Director. This report shall include:
 - (a) Report on maintenance required during the prior month. This shall include general maintenance, as well as any problem specific to a type of tax return.
 - (b) Validation of 99.5% availability during the period of Monday through Friday except holidays, 8:00 a.m. to 5:00 p.m.
 - (c) Planned and unplanned downtime.
 - (d) Validation that the system was fully secure throughout the month or, if not, then the information on security breaches, possible security breaches, privacy infringement, and improper access. Note that the Contractor shall report any security issues as soon as they occur and must also report them, in detail, in the monthly written report. Any external Contractor sites supporting the ITS shall use virtual private network (VPN) technology and an appropriate intrusion detection system (IDS).
 - (e) Any other items applicable for management's attention.

- ii. The Contractor shall deliver the reports within five business days after the last business day of the month to the Contracting Officer's Technical Representative. The Contractor shall deliver three hard copies and one electronic copy to the COTR and to the Program Director.
- iii. The Contractor shall deliver the invoices within ten working days after the last working day of the month being invoiced, to the Contracting Officer's Technical Representative.

C.14.4 PLACE OF PERFORMANCE

Work assignments, excluding eTSC, shall be on-site at government locations within the District of Columbia. Generally, OTR expects the location to be at:

Office of the Chief Information Officer
Tax Systems Group
1101 4th ST SW, Ste. W350
Washington, DC 20024

C.14.5 FACILITIES AND SUPPLIES

C.14.5.1 The District shall furnish the following:

- I. Space for work, meetings, interviews, and briefings necessary to accomplish the tasks,
- II. Supplies necessary to accomplish the tasks,
- III. Computer hardware and software environment necessary for development, and integrated testing of applications into the OTR system production environment.

C.14.5.2 The above does not apply to the eTSC services, although the District of Columbia shall provide work space for this purpose if requested by the Contractor.

C.15 ACCESS TO PERSONAL DATA AND TO PROPRIETARY DATA AND COMPUTER SOFTWARE

C.15.1 Performance under this contract shall require that the Contractor shall have access to personal data, technical data, computer software, or other sensitive data in the possession or use of the District of Columbia that is:
personal data of specific individuals (i.e., personal tax data) or
proprietary to a third party (e.g., computer software or data on software).

C.15.2 The Government requires that the Contractor sign non-disclosure and confidentiality agreements.

C.16 HOURS OF WORK

The Contractor shall provide coverage during working hours of the agency. Standard work hours for the agency are 8:15 a.m. to 4:45 p.m. excluding holidays, with one half (1/2) of an

hour for lunch. Alternative hourly arrangements shall be at the discretion of the Contracting Officer and the Contracting Officer’s Technical Representative. This does not apply to eTSC service maintained off-site and operational at all times.

C.17 FUNCTIONAL BREAKDOWN

Function	Comments
Basic software maintenance and enhancement	Includes estimates for the support of the ITS and related system components including eTSC, , Image Repository, etc through the processing of SIRs and FSRs. Includes RPT maintenance but not enhancements.
Training and knowledge transfer	Includes OJT, on-site training, off-site training, etc.
eTSC	Includes all aspects of hosting, licensing, architectural support, lease charges and any related charges related to supporting all eTSC components related to Real property Tax
Basic architectural and technical support	Includes resolution of Architecture Issues
ITS Gateway Support	Enhancement of services may be requested
Enhancements to the technical infrastructure when equipment is nearing End of life	Includes the technical initiatives outlined in the corresponding subsection plus any that you recommend.
RPT Enhancements	During this period we will not be making any major RPTA enhancements unless they are absolutely required by legislative mandate Or DCFO direction. Focus will be on correcting and maintaining applications
Web Services	Design, implement and support ITS web services that use the ESB and/or support interfaces with external systems
Miscellaneous required enhancements	Includes the items in the corresponding subsections that are not listed in this table and any others you recommend
ITS Modernization Transition support	Technical and process knowledge transfer to ITS Modernization Contractor

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

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

D.2 MARKING

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

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

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

E.1.2 Inspection of Supplies

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

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

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

E.1.3 Inspection of Services

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

E.2 ACCEPTANCE

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

E.3 WARRANTY OF SERVICES

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

E.3.2 Warranty Provision:

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

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

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

SECTION F

PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

F.1.1 The base 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 four (4) one-year option periods or fractions thereof. The District may exercise an option by written notice to the Contractor before expiration of the contract. The preliminary notice does not commit the District to an extension.

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

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.30 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.6.

SECTION G**CONTRACT ADMINISTRATION****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
(202) 442-6352
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 submit proper invoices no more than on a monthly basis or as otherwise specified in this Section G. Invoices shall be prepared and submitted to the Office of Financial Operations at OMA.Invoicing@dc.gov and the address below with concurrent copies to the COTR.

Office of the Chief Financial Officer
Office of Management and Administration
Financial Operations/Accounts Payable
Attention: Comptroller
1100 4th Street, SW Suite E600
Washington, DC 20024

G.3.2 Invoices shall not contain charges for items not listed in the Pricing Schedule of Section B of the contract. Work performed outside this contract, for which there was no prior modification to include it under Section C, Description/Specification/Work Statement, shall not be included.

G.3.3 An invoice is a written request for payment under the contract for supplies delivered or services rendered. In order to be proper, an invoice must include as applicable, the following:

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number or other authorization for supplies delivered or services performed;
- (4) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed;
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms);
- (6) Name and address of Contractor official to whom the payment is to be sent (*must be the same as that on the contract or accompanied by a proper notice of assignment*);
- (7) Name (*where practicable*), title, phone number, mailing address of person to be notified in event of defective invoice; and
- (8) Any other information or documentation required by the Contract or Contracting Officer (such as evidence of shipment).

G.4 THE QUICK PAYMENT ACT

G.4.1 Interest Penalties to Contractors

G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning

on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

- G.4.1.1.1 The date on which payment is due under the terms of this contract;
- G.4.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
- G.4.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.4.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.4.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:
 - G.4.1.2.1 3rd day after the required payment date for meat or a meat product;
 - G.4.1.2.2 5th day after the required payment date for an agricultural commodity; or
 - G.4.1.2.3 15th day after any other required payment date.
- G.4.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.4.2 Payments to Subcontractors

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

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

G.4.2.2.3 15th day after any other required payment date.

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

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

G.4.3 Subcontract requirements

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

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

G.5 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.5.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final requests for payment shall be accompanied by the report or a waiver of compliance pursuant to Section I.31.

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

SECTION H**SPECIAL CONTRACT REQUIREMENTS****H.1 STAFFING**

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

H.2 SUBCONTRACTS

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

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

H.3.1 Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, unless a waiver has been approved by the Director of the Department of Small and Local Business Development in accordance with D.C. Code §2-218.51, are required to:

- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
- (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.
- (d) Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise shall not have to comply with Sections H.3.1(a) or H.3.1(b).

H.3.2

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

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

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

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

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

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

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

H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development and District of Columbia Auditor upon the initiation and completion of a project.

H.3.9 Within 15 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development, the Contracting Officer, project manager and the District of Columbia Auditor which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:

- (a) The price to be paid by the contractor to the subcontractor;
- (b) A description of the goods procured or the services contracted for;
- (c) The amount paid by the contractor to the subcontractor under the subcontract; and
- (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.

H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, project manager and the District of Columbia Auditor to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.

H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.

H.3.12 Waiver of Subcontracting Requirements

- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
- (b) Prior to submission of bids or proposals, the Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request with to the point of contact on Page 1 of this solicitation, to the attention of the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary's efforts to secure involvement by Certified Business Enterprises. The Contracting Officer will, in turn, use the Beneficiary's information to submit a waiver request to the Director of the Department of Small and Local Business Development.
- (c) The Contracting Officer will provide written notice of the waiver determination to the Beneficiary prior to the acceptance of bids or proposals and upon a decision of the waiver by the Director of the Department of Small and Local Business Development.
- (d) The Beneficiary should provide the following information in its waiver request to the Contracting Officer to demonstrate the Beneficiary's good faith efforts to secure involvement by a Certified Business Enterprise:
 - i. Whether the Beneficiary advertised in general circulation, trade association, or other media outlets concerning the subcontracting opportunity;

- ii. Whether the Beneficiary provided written notice to a reasonable number of certified business enterprises that their interest in the subcontracting opportunity was being solicited;
- iii. Whether the Beneficiary conducted any pre-solicitation or pre-bid conferences to inform certified business enterprises of the subcontracting opportunity;
- iv. Whether the Beneficiary provided sufficient time to allow certified business enterprises to participate effectively in its efforts to secure involvement by a certified business enterprise;
- v. Whether the Beneficiary followed up responses of interest by conducting negotiations with certified business enterprises;
- vi. Whether rejections by the Beneficiary of certified business enterprises as being unqualified were based on sound reasoning and thorough investigation of their capabilities;
- vii. Whether the Beneficiary made efforts to assist interested certified business enterprises in obtaining bonding, lines of credit, or insurance required by the Beneficiary;
- viii. Whether the Beneficiary effectively used the services of the Department of Small and Local Business Development, (202) 727-3900 and <http://dslbd.dc.gov>, in recruiting qualified certified business enterprises; and
- ix. Whether bids submitted by certified business enterprises were excessive or noncompetitive based upon a review of prevailing market conditions.

- (e) While the information described in (d) above will assist the Director of the Department of Small and Local Business Development in reviewing the waiver request, it does not guarantee that a waiver will, in fact, be approved. Additional factors may be considered and additional information may be requested from the Beneficiary to support the waiver request.

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

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

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

- (a) "Beneficiary" means a business enterprise that is the prime contractor or developer on a government-assisted project.
- (b) "Government-assisted project" means:
 - i. A contract executed by an agency on behalf of the District or pursuant to statutory authority that involves District funds or, to the extent not prohibited by federal law, funds that the District administers in accordance with a federal grant or otherwise;
 - ii. A project funded in whole or in part by District funds;
 - iii. A project that receives a loan or grant from a District agency;

- iv. A project that receives bonds or notes or the proceeds thereof issued by a District agency, including tax increment financing or payment in lieu of tax bonds and notes, or industrial revenue bonds;
- v. A project that receives District tax exemptions or abatements that are specific to the project and not to the nature of the entity undertaking the project, such as a religious institution or nonprofit corporation; or
- vi. A development project conducted pursuant to a disposition under section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).

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

H.4 WARRANTIES

- H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
- H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.
- H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.
- H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.
- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.
- H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.

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

H.5 DISCLOSURE OF LITIGATION

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

H.6 CONTINUITY OF SERVICES

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

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

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

- A. RESERVED
- B. RESERVED
- C. RESERVED
- D. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts."
- E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.
- F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."
- G. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.
- H. Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act).
- I. Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.
- J. Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152)
- K. Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.), as amended, ("Living Wage Act of 2006") which applies to all contracts for services in the amount \$100,000 or more in a 12-month period. The current living wage rate, the Living Wage Act Fact Sheet which includes exemption information, and the Living Wage Act Poster may be found at <http://does.dc.gov/service/wage-and-hour-compliance> or contact the Department of Employment Services at (202) 724-7000.

I.2 WAIVER

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

I.3 INDEMNIFICATION

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

I.4 TRANSFER

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

I.5 TAXES

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

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

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

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

I.6 OFFICIALS NOT TO BENEFIT

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

I.7 DISPUTES

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

- (c) For any claim of \$100,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$100,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal.
- (g)
 - (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
 - (2) Liability under paragraph (g) (1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an appeal is timely commenced by the Contractor as authorized by CFO Order No. 15-14 Contracting Procedures for Services in Relation to Benefit Plans.

- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b)
 - (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
 - (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision.
 - (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
 - (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

- (6) The decision of the Contracting Officer shall be final and not subject to review unless an appeal is timely commenced by the Contractor as authorized by CFO Order No. 15-14 Contracting Procedures for Services in Relation to Benefit Plans.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

I.8 CHANGES

- (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 contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called "manufacturing materials") as the Contractor has specifically produced or specifically produced or specifically acquired for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute

concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

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

I.10 TERMINATION FOR CONVENIENCE

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

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

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all contracts to the extent they relate to the work terminated.
- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other

materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

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

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

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

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

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

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

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

(2) The total of :

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

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

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

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

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

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

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

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

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

the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

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

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

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

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

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

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

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

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

I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS

A. The District may terminate without liability any contract and may deduct from the

contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

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

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

(A) Any federal or District of Columbia law, or

(B) The contract provision against contingent fees.

B. If a contract is terminated pursuant to this section, the Contractor: (i) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and (ii) shall refund all profits or fixed fees realized under the contract.

C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

I.12 EXAMINATION OF THE BOOKS

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 FURNISHED OR ACQUIRED

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

I.18 RIGHTS IN DATA**A. Definitions**

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

B. Title to Project Deliverables

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

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

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District,

if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

F. Indemnification and Limitation of Liability

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

I.19 PATENTS

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

I.20 RESEVED

I.21 APPROPRIATION OF FUNDS

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for payment of any money shall not arise unless and until such

monies shall have been provided. The District's obligation to pay under this contract is subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time. Any expenditures under the contract in excess of the encumbered budget authority are subject to appropriation or additional budget authority.

I.22 MULTIYEAR CONTRACT

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

I.23 – I.26 RESERVED

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

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

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

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

I.29 RESERVED

I.30 INSURANCE

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

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

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

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

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

1. The additional insured is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for five (5) years following final acceptance of the work performed under this contract.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should his insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

The Government of the District of Columbia
And mailed to the attention of:
(See G.1.a)

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.31 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- I.31.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- I.31.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- I.31.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- I.31.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- I.31.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- I.31.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- I.31.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- I.31.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- I.30.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Section I.7.
- I.31.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

I.32 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide

established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

I.33 HEALTH AND SAFETY STANDARDS

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

I.34 FORCE MAJEURE

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

I.35 GOVERNING LAW

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

I.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

SECTION J
ATTACHMENTS

The following Attachments are hereby incorporated.

- J.1 U.S. Department of Labor Wage Determination No. 2015-4281, Revision 14, Dated July 16, 2019
- J.2 Doing Business with Integrity
- J.3 Bidders-Offerors Certification Form