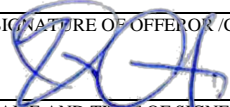
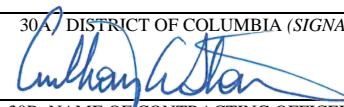


GOVERNMENT OF THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18A & 29				1. REQUISITION NUMBER RK275630		PAGE 1 of 36 plus Attachments		
2. TASK ORDER AGREEMENT NO. CFOPD-24-C-034		3. Award/Effective Date See Box 30C	4. CONTRACTOR'S CONTRACT NUMBER <input checked="" type="checkbox"/> DCSS <input type="checkbox"/> GSA <input type="checkbox"/> Cooperative Agreement		5. SOLICITATION NUMBER N/A	6. CAPTION Adobe LGA Licenses		
7. PROGRAM OFFICE CONTACT (COTR): Office of Chief Financial Officer Office of Chief Information Officer 1100 4th Street, SW, Suite E610 Washington, DC, 20024		A. NAME Lisa Pierson, COTR		B. TELEPHONE (No Collect Calls) (202) 802-0572		8. EMAIL: Lisa.Pierson@dc.gov		
9. ISSUED BY District of Columbia Office of the Chief Financial Officer Office of Management and Administration Office of Contracts 1100 4th Street, SW, Suite E610 Washington, DC 20024 (202) 442-7012			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> DCSS <input type="checkbox"/> COG SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13. RESERVED	12. PAYMENT DISCOUNT TERMS <input checked="" type="checkbox"/> SEE SCHEDULE		
15. CONTRACTOR / OFFEROR NJ3Q Technology, LLC 1328 Florida Ave Washington, DC 20009			16. PAYMENT WILL BE MADE BY CODE District of Columbia Government Office of the Chief Financial Officer - OMA Office of Financial Operations 1100 4th Street, SW, Suite E620 Washington, D.C. 20024					
15A. DUNS CODE 00-562-3943		15B. TAX ID NO. 47-5298086						
17. DELIVER TO Office of the Chief Financial Officer Office of the Chief Information Officer 1101 4th Street, SW, Suite W350 Washington, DC, 20024			18. ADMINISTERED BY DC Office of the Chief Financial Officer Office of the Chief Information Officer 1101 4th Street, SW, Suite W350 Washington, DC, 20024					
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE EXHIBIT D OF TASK ORDER				
19 IEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES				21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Contractor shall provide Adobe LGA Licenses in accordance with the enclosed statement of work and Contract No.: CFOPD-24-C-034.				See Exhibit B.6.1 Price Schedule		\$109,295.50	
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD (FOR GOVT. USE ONLY) \$109,295.50			
27. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO (2) COPIES TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4. CONTRACTOR'S PROPOSAL DATED July 1, 2024 IS INCORPORATED BY REFERENCE.					28. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule B. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR / CONTRACTOR 					30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Kiel Chesley, Principal			29C. DATE SIGNED 07/15/2024		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Anthony A. Stover, CPPO		30C. DATE SIGNED July 17, 2024	

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 Adobe software and services under a Large Government Agency (LGA) agreement.

B.2 CONTRACT TYPE

The District awards a Firm Fixed Price contract.

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

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

B.3.1 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.

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

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

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

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

B.5 ALL-INCLUSIVE PRICING

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

B.6 PRICE SCHEDULE – FIRM FIXED PRICE

B.6.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Unit	Firm Fixed Unit Price	Quantity	Total Price
001	Acrobat Pro DC for enterprise, Enterprise Licensing Subscription New, Monthly, 1 User, Large Government Agencies - Level 8 5000-9999 (VIP Enroll. ID Required) Adobe Inc.- 65271309BC07A12	Each	\$102.84	615	\$63,246.60
002	Adobe Creative Cloud for enterprise All Apps, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 8 5000-9999 (VIP #Req.) Adobe Inc. – 65291079BC08D12	Each	\$820.62	45	\$36,927.90
003	Adobe Captivate for enterprise, Enterprise Licensing Subscription New, Monthly, 1 User, Large Government Agencies - Level 8 5000-9999 (VIP Enroll. ID Required) Adobe Inc.- 65297383BC08B12	Each	\$364.88	25	\$9,122.00
Grand Total					\$109,296.50

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 Adobe software and services under a Large Government Agency (LGA) agreement.

C.2 DEFINITIONS

RESERVED

C.3 BACKGROUND

The Office of the Chief Information Officer (OCIO) is the technology organization for the Office of the Chief Financial Officer (OCFO) of the District of Columbia. OCIO acquires, develops, enhances, and maintains financial systems and tools that help to enforce the financial policies and laws that govern the District and enable timely and accurate reporting of the District's financial status.

The OCIO routinely research the IT industry for delivering world class technology services for the OCFO workforce and citizens of the District regarding financial systems (i.e., budget, payroll, business intelligence, core financials, integrated tax solutions, enterprise information systems, etc.) that provide accurate and timely information, as well as new tools and infrastructures.

C.4 REQUIREMENTS

- C.4.1 The Contractor shall provide services and software under an Adobe Large Government Agency Agreement (“LGA”) agreement. The LGA shall include Creative Cloud Application, Acrobat DC and Adobe Captivate for Enterprise as specified section B.6 of this document.
- C.4.2 The Contractor shall be an authorized reseller of the required products and maintain certification throughout the term of the contract. The contractor shall provide documentation from Adobe that authorizes them to resell the required items under a Large Government Agreement (LGA).

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 working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

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

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

E.1.2 Inspection of Supplies

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

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

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

E.1.3 Inspection of Services

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

E.2 ACCEPTANCE

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

E.3 WARRANTY OF SERVICES

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

E.3.2 Warranty Provision:

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

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

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

SECTION F

PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 RESERVED

F.3 DELIVERABLES

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

SECTION G

CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATORS

(a) **Contracting Officer**

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

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

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

(b) **Contracting Officer Technical Representative (COTR)**

- i. The COTR for this contract is:

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

G.2 INVOICE PAYMENT

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

G.2.3 Unless otherwise specified in this contract, and with presentation of a properly executed invoice:

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

G.3 INVOICE SUBMITTAL

G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

G.3.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.3.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.4 THE QUICK PAYMENT ACT

G.4.1 Interest Penalties to Contractors

G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

G.4.1.1.1 The date on which payment is due under the terms of this contract;

G.4.1.1.2 INTENTIONALLY DELETED

G.4.1.1.3 INTENTIONALLY DELETED

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 INTENTIONALLY DELETED

G.4.1.2.2 INTENTIONALLY DELETED

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 INTENTIONALLY DELETED

G.4.2.2.2 INTENTIONALLY DELETED

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

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

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

G.4.3 Subcontract requirements

G.4.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the

payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

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

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

H.2 SUBCONTRACTS

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

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

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

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

H.3.1(b). Nonetheless, Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise that does subcontract any portion of the contract work must submit a subcontracting plan to show the Beneficiary is retaining the minimum required amount of work with its own organization and resources and to show the Beneficiary subcontracts with certified business enterprises pursuant to D.C. Code § 2-218.46.

H.3.2

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

H.3.3 Intentionally Deleted

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

- (a) The name and address of the subcontractor;
- (b) A certification number of the small or certified business enterprise, current as of the solicitation closing date;
- (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 Intentionally Deleted.

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

H.3.7 A Beneficiary shall submit to the Contracting Officer, project manager, and the Director of the Department of Small and Local Business Development (at compliance.enforcement@dc.gov)

copies of the executed contracts with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.

- H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development upon the initiation and completion of a project.
- H.3.9 Within 30 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development (at compliance.enforcement@dc.gov), the Contracting Officer, and the project manager which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:
- (a) The price to be paid by the contractor to the subcontractor;
 - (b) A description of the goods procured or the services contracted for;
 - (c) The amount paid by the contractor to the subcontractor under the subcontract; and
 - (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.

The Beneficiary shall access the DSLBD forms to complete the reporting requirements. The Beneficiary shall contact DSLBD at (202) 727-3900 or at compliance.enforcement@dc.gov for instructions on SBE Forms.

- H.3.10 Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, and the project manager to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.
- H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.
- H.3.12 **Waiver of Subcontracting Requirements**
- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
 - (b) Intentionally Deleted.
 - (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 additional 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.7.4 To advise Contractor individuals of the high expectation of integrity, in addition to Attachment J.2, Doing Business with Integrity, all Contractor personnel, including direct or indirect employees and any employed by a subcontractor, assigned to the Contract shall be subject to annually attend the OCFO/OIO Integrity and Ethics Training at the District's direction. The training may be in-person and last up to four hours or may be web-based and last up to two hours.

H.8 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

H.9 ADVISORY AND ASSISTANCE SERVICES

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

H.10 OCFO/OCIO CYBERSECURITY AWARENESS TRAINING

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

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

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

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

I.2 – I.15 RESERVED

I.16 NON-DISCLOSURE AGREEMENT

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

I.17 GOVERNMENT PROPERTY

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

I.18 – I.23 RESERVED**I.24 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS**

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

I.25 CONTRACTS THAT CROSS FISCAL YEARS

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

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

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

I.28 RESERVED**I.29 RESERVED****I.30 INSURANCE**

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

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

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

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc.

(“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

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

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

iii) All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.
4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractor, its employees and/or volunteers which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability

insurance includes an affirmative cyber endorsement for the required amounts and coverages. Shared limits with the Professional Liability coverage will be acceptable.

6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
7. Installation Floater Insurance - For projects involving District property being installed, fabricated or erected by a contractor, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
8. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Shared limits with the Cyber Liability coverage will be acceptable.
9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE.

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted as directed in the District's notification of award to the Contractor. The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or other evidence of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).
- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best

Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.31 – I.33 RESERVED

I.34 FORCE MAJEURE

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

I.35 GOVERNING LAW

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

I.36 ORDER OF PRECEDENCE

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

- (1) Task Order (herein referenced as "Contract")
- (2) Contract Attachments
- (3) Contractor's DC Supply Schedule Contract

SECTION J
ATTACHMENTS

The following Attachments are hereby incorporated:

J.1 Doing Business with Integrity

J.2 DCSS Contract CW95048.

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED OFFICERS

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


Kiel Chesley, Principal

K.2 PENDING LEGAL CLAIMS AGAINST THE DISTRICT

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


None

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

 _____ 06/28/2024 _____ Principal
Signature Date Title

K.3 TERMS AND CONDITIONS CERTIFICATION

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

 _____ 06/28/2024 _____ Principal
Signature Date Title



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

DOING BUSINESS WITH INTEGRITY

Introduction

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

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

Environment of Trust

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

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

OCFO Code of Conduct for Employees

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

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

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

Confidentiality of Financial and Other Information

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

Bribery and Conflict of Interest

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

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

Gratuities

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

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

Other Gift Rules

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

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

Compliance with Contracting Rules and Regulations

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

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

Reporting Misconduct, Fraud, Waste and Abuse

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

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

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

OCFO Office of Integrity and Oversight

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

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

OCFO Confidential Hotline

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

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

District of Columbia Office of the Inspector General

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

*This document was prepared by the Office of Integrity and Oversight, Office of the Chief Financial Officer
(Revised May 2010)*



Euel Chesley

06-25-2024

AWARD/CONTRACT		1. Caption - CBE Market		Page 1 of 34
		CBE Set-Aside		
2. Contract Number		3. Effective Date		4. Solicitation/Requisition/Purchase Request/Project No.
CW95048		See Block 20C.		ITES202134
5. Issued By:		Code	6. Administered by (If other than line 5)	
Office of Contracting and Procurement DC Supply Schedule Division 441 4 th Street, NW, Suite 330 South Washington, DC 20001				
8. Name and Address of Contractor (No. street, city, county, state and Zip Code)			8. Delivery	
NJ3Q Technology, LLC 2032 15 th Street NW # 7 Washington, DC 20009 Tel#: (443) 864-8299			<input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (Delineated in each Task Order)	
			9. Discount for prompt payment Net 30 days	
			10. Submit invoices to the Address shown in (2 copies unless otherwise specified) Each Task Order/Delivery Order.	Item
DUNS		FEIN		
11. Ship to/Mark For		Code	12. Payment will be made by	
See Task Order/Delivery Order			Code	
		As set forth within individual Task or Delivery Orders.		
13. Reserved for future use		14. Accounting and Appropriation Data ENCUMBRANCE CODE: See Task Order/Delivery Order		

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
920-00	Information Technology Equipment and Software			See Price List Attachment A	
	Term: 365 days from the date of award.				
	The District's obligation is pursuant to the Minimum Order as set forth in the DCSS Terms and Conditions dated February 2010 & Standard Contract Provisions dated March 2010.				
Total Amount of Contract				Min- \$10.00	Max- \$950,000.00

16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE							
X	1	Description and Prices	2	X	7	Confirmation and Agreement	34
X	2	Specifications/Work Statement	4				
X	3	Deliveries or Performance	15				
X	4	Contract Administration Data	17				
X	5	Order of Precedence and Attachments	32				
X	6	Representations, Certifications and Other Statements of Applicants	33				

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 2 copies to issuing office.) Contractor agrees to furnish and deliver all items, 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 ITES202134 including the additions or changes made by 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 all terms and conditions thereto, (b) your offer, and (c) this award/contract. No further contractual document is necessary	
19A Kiel Chesley Principal		20A. Name of Contracting Officer Renell Roberts Contracting Officer	
19B. NJ3Q Technology, LLC <i>Kiel Chesley</i>		19C. Date Signed 11/12/2021	20B. District of Columbia <i>Renell N. Roberts</i>
			20C. Date Signed 11/12/2021

SECTION 1

SERVICES OR SUPPLIES AND PRICES

1.1 DESCRIPTION

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of District agencies shall award this contract to provide Information Technology Equipment and Software in support of District agencies.

1.2 CONTRACT TYPE

The District's award of this contract shall establish a District wide, multiple awards, Indefinite Delivery/Indefinite Quantity (ID/IQ) type contract. The contract will constitute a District of Columbia Supply Schedule.

This contract will allow District agencies to use this vehicle to acquire a wide variety of services or supplies. The work shall be accomplished in the manner and within the scope and time specified in an individual Task Order (TO) for services or Delivery Order (DO) for supplies or equipment.

1.3 SELECTION OF FEDERAL MULTIPLE AWARD CONTRACT

The Contractor has adopted the price list for part of the equipment and the price list and labor category descriptions for part of the labor categories of the following federal multiple award schedule contract:

Federal Schedule No.: 70
Federal Schedule Contract No.: GS-35F-0248R
Federal Contract Name: Open Text Inc.

The labor-category descriptions for the contract are included in the adopted Open Text Inc. IT Price List which is available on the OCP shared drive as:

“DCSS_SCAN01- IT Equipment & Software- CW95048 NJ3Q Technology LLC”

1.4 REQUIRED CBE INFORMATION

The Contractor's Certified Business Enterprise (CBE) Certification number is LSDZRE82926052023.

1.5 ORDERING LIMITATIONS AND INFORMATION

The services and supplies shall be provided only as authorized by the Task Order (TO) or Delivery Order (DO) issued in accordance with the Ordering Clause Procedures described in Section 4 of the DCSS Terms and Conditions. The total value of task orders shall be in compliance with the Ordering Limitations and Information Clause in Section 5 of the DCSS Terms & Conditions,

Except for any limitations on quantities or dollars set forth in the Ordering Limitations and Information Clause, there is no limit on the number of task orders that may be issued. The District may issue task orders for required services or products for multiple projects at multiple locations simultaneously.

1.6 PRICING

- a. Prices that are adopted from a federal contract to establish the DCSS contract shall become the item ceiling rates under the DCSS contract.
- b. Prices offered shall be no greater than the prices for the current contract period established under the adopted federal contract at the time of award.
- c. Any pricing for any option years offered to the District government beyond the last option period of the adopted federal contract shall be governed by the offer letter, Attachment A.
- d. The District guarantees the minimum order for each contract in the amount of \$10.00 for the base year and each of the four (4) option years, if exercised. The maximum contract ceiling for each year of the contract is \$950,000.00.

SECTION 2

SPECIFICATION/WORK STATEMENT

1. SCOPE: INFORMATION TECHNOLOGY PRODUCTS

The Office of Contracting and Procurement of the District of Columbia Government, on behalf all District Government agencies hereby establishes a multiple award, Indefinite Delivery/Indefinite Quantity type contract (Schedule). The Contractor shall provide the following services or supplies.

2. TYPE OF PRODUCTS

Contractors shall provide the equipment, software and other products as listed below:

CLIN	DESCRIPTION – GSA Special Item Number (SIN)
0001	132-3 Rental or Lease of Information Technology Equipment
0002	132-8 Purchase of Equipment
0003	132-12 Maintenance of Equipment, Repair Service and/or Repair/Spare Parts
0004	132-32 Term Software License
0005	132-33 Perpetual Software License
0006	132-34 Maintenance of Software
0007	132-50 Training
0008	132-51 Professional Information Technology Services
0009	132-52 Electronic Commerce Services
0010	132-53 Wireless Services
0011	132-60 Authentication Products and Services

**CLIN 0001 SPECIAL ITEM NO. 132-3 RENTAL OR LEASE OF IT
EQUIPMENT**

(FPDS Code W070)

CLIN 0002 SPECIAL ITEM NO. 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers
Professional Workstations
Servers
Laptop/Portable/Notebook Computers
Large Scale Computers
Optical and Imaging Systems
Other System Configuration Equipment Not Elsewhere Classified.
Provide specific information:

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers
Displays
Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and
Touch Screens
Network Equipment
Other Communications Equipment
Optical Recognition Input/Output Devices
Storage Devices, including Magnetic Storage, Magnetic Tape Storage and
Optical Disk Storage
Other Input/Output and Storage Devices Not Elsewhere Classified.
Provide specific information:

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment

FSC CLASS 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices
Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

ADP Boards

**FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES:
COMMUNICATIONS EQUIPMENT**

Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLIES AND HARNESSSES

Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC CLASS 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment
Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATIONS EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas
Broadcast Band Radio Transmitters/Receivers/Antennas
Microwave Radio Equipment/Antennas and Waveguides
Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATIONS EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmission,
Including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATIONS EQUIPMENT

Miscellaneous Communications Equipment

Provide the following information, as applicable, for the products offered under Special Item Number 132-8:

Special Physical, Visual, Speech, and Hearing Aid Equipment. Provide specific information:

Used Equipment. Provide specific information:

- Installation for equipment offered under SIN 132-8 (FPDS Code N070)
- Deinstallation for equipment offered under SIN 132-8 (FPDS Code N070)
- Reinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

NOTE: INSTALLATION MUST BE INCIDENTAL TO, IN CONJUNCTION WITH AND IN DIRECT SUPPORT OF THE PRODUCTS SOLD UNDER SIN 132-8 OF THIS SCHEDULE AND CANNOT BE PURCHASED SEPARATELY. IF THE CONSTRUCTION, ALTERATION OR REPAIR IS SEGREGABLE AND EXCEEDS \$2,000, THEN THE REQUIREMENTS OF THE DAVIS-BACON ACT APPLY. IN APPLYING THE DAVIS-BACON ACT, ORDERING ACTIVITIES ARE REQUIRED TO INCORPORATE WAGE RATE DETERMINATIONS INTO ORDERS, AS APPLICABLE.

NOTE VENDORS OFFERING PURCHASE OF EQUIPMENT ARE REQUIRED TO PROVIDE MAINTENANCE SERVICE AND/OR REPAIR SERVICE AND REPAIR PARTS, IN ACCORDANCE WITH NORMAL INDUSTRY PRACTICES, FOR THE TYPE OF EQUIPMENT OFFERED, FOR THE SCOPE OF THE CONTRACT (i.e., AT A MINIMUM, THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA).

SPECIAL ITEM NO. 132-12 MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS

(FPDS Code for Maintenance and Repair Service - J070; FSC Class for Repair Parts/Spare Parts - See FSC Class for basic equipment)

Specify what is being offered:

Maintenance
Repair Service
Repair Parts/Spare Parts
Third Party Maintenance

SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers
Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software.

Provide specific information:

Microcomputers
Operating System Software
Application Software

Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software

Special Physical, Visual, Speech, and Hearing Aid Software.

Provide specific information:

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency- sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NO. 132-33 PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software

Application Software

Electronic Commerce (EC) Software

Utility Software

Communications Software

Core Financial Management Software

Ancillary Financial Systems Software

Special Physical, Visual, Speech, and Hearing Aid Software.

Provide specific information:

Microcomputers

Operating System Software

Application Software

Electronic Commerce (EC) Software

Utility Software

Communications Software

Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software.

Provide specific information:

NOTE: Contractors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency- sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

NOTE: Contractors are encouraged to offer Special Item No. 132-34 Maintenance of Software in conjunction with Special Item Nos. 132-32 Term Software Licenses and/or 132-33 Perpetual Software Licenses.

SPECIAL ITEM NO. 132-34 MAINTENANCE OF SOFTWARE

SPECIAL ITEM NO. 132-50 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

IT Facility Operation and Maintenance (FPDS CODE D301)

IT Systems Development Services (FPDS CODE D302)

IT Systems Analysis Services (FPDS Code D306)

Automated Information Systems Design and Integration Services (FPDS Code D307)

Programming Services (FPDS Code D308)

IT Backup and Security Services (FPDS Code D310)

IT Data Conversion Services (FPDS Code D311)

Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services (FPDS Code D313)

IT Network Management Services (FPDS Code D316)

Creation/Retrieval of IT Related Automated News Services, Data Services,

or Other Information Services (FPDS Code D317) (All other information services belong under Schedule 76)
Other Information Technology Services, Not Elsewhere Classified (FPDS Code D399)

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

SPECIAL ITEM NO. 132-52 ELECTRONIC COMMERCE SERVICES

FPDS CODE D304 - ADP AND TELECOMMUNICATIONS TRANSMISSION SERVICES

Value Added Network Services (VANS)
E-Mail Services
Internet Access Services
Navigation Services

FPDS CODE D399 - OTHER DATA TRANSMISSION SERVICES, NOT ELSEWHERE CLASSIFIED (except "Voice" and Pager Transmission Services)

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES_(FPDS CODE D304)

Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)
Paging Services
Cellular/PCS Voice Services

SPECIAL ITEM NUMBER (SIN) 132-60 AUTHENTICATION PRODUCTS AND SERVICES_(FPDS D399)

Authentication products and services provide for authentication of individuals for purposes of

physical and logical access control, electronic signature, and performance of e-business transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance.

Digital Certificate Products and accompanying PKI Services for *external* users to conduct electronic transactions with Federal agency applications. This facilitates secure electronic access to government information and services using public key infrastructure/digital signature technology. Digital Certificate Products and Services provide the speed and immediacy of electronic transactions while protecting business-critical information from interception, tampering, and unauthorized access.

Signature Certificates

Encryption Certificates

Public Key Infrastructure (PKI) Professional Services to support implementation and integration for ordering activities applications

Hardware Tokens – An optional hardware token for generation of key pair and storage of the private key

Bundled Packages – This enables ordering entities the ability to procure total solution packages for authorized contractors that meet all the requirements of the program management office. This includes, but is not limited to reader, software, and hardware tokens.

X.509 Digital Certificate Products and accompanying PKI Services for *internal* use in District and Federal agencies and systems. This facilitates physical and electronic access to government facilities and networks by authorized personnel using public key infrastructure/digital signature technology that meets the U.S. Federal Public Key Infrastructure (PKI) Common Policy Framework, and is a key enabler of identity assurance within the Federal sector for access control protecting Federal networks and information systems from unauthorized access, interception, and tampering.

Personal Identity Verification Authentication Certificates

Smart Card Authentication Certificates

Digital Signature Certificates

Key Management (Encryption) Certificates

Public Key Infrastructure (PKI) Professional Services to support implementation and integration for ordering activities applications

Personal Identity Verification (PIV) Credentials and Services. This facilitates trusted physical and electronic access to government facilities and networks using smart card technology. PIV Credentials and Services is a key enabler of identity assurance for access control and protects Federal facilities and information systems from unauthorized access, interception, and tampering.

Identity Proofing, Registration, Enrollment, and Issuance Products

Identity Proofing Registration, Enrollment, and Issuance Services

Smart Cards

Smart Card Applets

Smart Card-associated Hardware

Smart Card-associated Middleware

Professional Services to support implementation and integration for ordering activities applications

NOTE: The following ARE EXCLUDED from this Information Technology Services, Equipment and Software Schedule:

- i. Radar Equipment (except airborne radar equipment).
- ii. Electrical Equipment - e.g., Uninterruptible Power Supplies, Computer Back-Up Power Systems, Surge Suppressers, Power Line Conditioners, Surge Absorbers, etc. may be offered under this solicitation only in conjunction with the IT equipment these devices support.
- iii. Training Courses for products which are outside the scope of this Schedule.
- iv. Diskettes, Disk Cartridges, Disk Packs, Tape Cartridges, Tapes, Optical Disks, toner cartridges, plotter pens, etc. may be offered only in conjunction with the hardware devices which utilize these supply items.
- v. Carrying cases, except one per portable CPU purchase.
- vi. Any products or services that are not "commercial" as defined in accordance with FAR 52.101.

SECTION 3

DELIVERY AND PERFORMANCE

3.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

3.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The District may extend the term of this contract for a maximum of four (4), one-year option periods, or fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.
- b. The contractor shall honor the pricing of the GSA Contract referenced in Section 1.3 for the base year and each of the four (4) one-year option periods.
- c. If the District exercises this option, the extended contract shall be considered to include this option provision. The prices for the option period shall be as specified in the contract.
- d. The District will not exercise an option or partial option if the Contractor is not in compliance with the tax filing and payment requirements of the District of Columbia tax laws, is not certified by the Department of Small and Local Business Development as a Certified Business Enterprise.
- e. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

3.3 DELIVERABLES

The contractor shall submit all deliverables in writing according to the following schedules and as further required by individual task or delivery orders:

NIGP Code	DESCRIPTION OF DELIVERABLE	QUANTITY	DUE DATES	FORMAT/MEDIUM
920	Quarterly Sales Report	2 copies to DCSS Contracting Officer or designee	On or before the 30 th day after the preceding three (3) month fiscal quarter	Hard copy. See DCSS Terms & Conditions , Paragraph 2
920	Authorized Catalog or Schedule Price List or other Federal Award Price List	2 copies to each eligible D.C. Agency	Within 30 business days after award	See DCSS Terms & Conditions, Paragraph 26

Failure to submit these deliverables may be cause for termination of the contract or the District's decision not to exercise the option to extend its term.

3.4 MAXIMUM CONTRACT CEILING

- a. Pursuant to the District of Columbia Supply Schedule Terms and Conditions (February 2010), Attachment 1, Section 5, the District reserves the right to increase or decrease the maximum contract ceiling for this solicitation at any time via written modification. The maximum contract ceiling for each year for this schedule is \$950,000.00.
- b. Contracting Officers are encouraged to seek price reductions when orders may exceed ten percent (10%) of the maximum ceiling. The Contractor agrees to negotiate price reductions for any items when orders may exceed ten (10%) of the maximum ceiling.

3.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

The Contractor shall submit to the District as a deliverable a copy of reports that are required pursuant to section 20e of the DCSS Terms and Conditions concerning the 51% District Residents New Hires Requirements and the First Source Employment Agreement. If the Contractor does not submit the reports as a part of the deliverables, final payment to the Contractor may not be paid.

SECTION 4

CONTRACT ADMINISTRATION DATA

4.1 INVOICE PAYMENT

- (a) After the award of a Task or Delivery Order, the District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in the contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the contract awarded.
- (b) The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

4.2 INVOICE SUBMITTAL

- (a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified within the Task or Delivery Order. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Administrator (CA). The name, address, and telephone number of the appropriate CFO and CA will be provided to the Contractor under each task or delivery order.
- (b) To constitute a proper invoice, the Contractor shall submit the following information on the invoice;
 - Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
 - Contract number (Block No. 2) of the executed Solicitation, Application and Award Form (page 1), and delivery or task order and encumbrance (purchase order) number.
 - Assignment of an invoice number by the Contractor is required;
 - Description, price, quantity and the date(s) that the supplies/services were actually delivered or performed.
- (c) Other supporting documentation or information, as required by the Contracting Officer:
 - Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - Name, title, phone number of person preparing the invoice;
 - Name, title, phone number and mailing address of person to be notified in the event of a defective invoice; and
 - Authorized signature

4.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- (a) For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in subsection 20e of the DCSS Terms and Conditions.
- (b) 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 Requirements and First Source Employment Agreement requirements.

4.4 ASSIGNMENTS

- (a) In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- (b) Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- (c) Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated N/A
make payment of this invoice to N/A
(name and address of assignee).

4.5 CONTRACTING OFFICER (CO)

Contracts shall be entered into and signed on behalf of the District only by Contracting Officers. The address and telephone number of the Contracting Officer for this application is:

Renell Roberts
Contracting Officer
Office of Contracting and Procurement
441 4th St. NW Suite 330S
Washington, DC 20001
Telephone: (202) 727-5829

4.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

The Contracting Officer is the only person authorized to approve changes in any of the requirements of the contract resulting from the application.

The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the contract, unless issued in writing and signed by the Contracting Officer.

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 price increase incurred as a result thereof.

4.7 CONTRACT ADMINISTRATOR (CA)

The CA shall be:

Sonia A. Neblett
Contract Specialist
Office of Contracting and Procurement
441 4th Street, NW - Suite 330 South
Washington, DC 20001

The agency CA for this contract will be determined at the time of issuance of task or delivery order. The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The agency CA for this contract will be determined at the time of issuance of task or delivery orders.

4.8 THE QUICK PAYMENT ACT

4.8.1 Interest Penalties to Contractors

4.8.1.1 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:

4.8.1.1.1 The date on which payment is due under the terms of this contract;

4.8.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

- 4.8.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- 4.8.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- 4.8.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:
 - 4.8.1.2.1 3rd day after the required payment date for meat or a meat product;
 - 4.8.1.2.2 5th day after the required payment date for an agricultural commodity; or
 - 4.8.1.2.3 15th day after any other required payment date.
- 4.8.1.3 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.

4.8.2 Payments to Subcontractors

- 4.8.2.1 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:
 - 4.8.2.1.1 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
 - 4.8.2.1.2 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.
- 4.8.2.2 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:
 - 4.8.2.2.1 3rd day after the required payment date for meat or a meat product;
 - 4.8.2.2.2 5th day after the required payment date for an agricultural commodity; or
 - 4.8.2.2.3 15th day after any other required payment date.
- 4.8.2.3 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.

4.8.2.4 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.

4.8.3 Subcontract requirements

4.8.3.1 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).

4.8.3.2 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.

4.9 WAY TO WORK AMENDMENT ACT OF 2006

4.9.1 Except as described in 6.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

4.9.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

4.9.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

4.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

4.9.5 The Contractor shall provide a copy of the Fact Sheet attached as Attachment F to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as Attachment E in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

4.9.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

4.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

4.9.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and Safety Net Administration or the Medicaid Assistance Administration to provide health services.

4.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

4.10 INSURANCE

Delete Section 23, Insurance, of the Terms and Conditions dated February 2010 and substitute the following clause 4.10, Insurance, in its place:

- 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- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

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

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Contractor and/or 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 (CGL). The Contractor shall maintain a CGL policy, written on an occurrence (not claims-made) basis, on ISO form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an insured contract (including the tort liability of another assumed in a contract) and acts of terrorism, whether caused by a foreign or domestic source. Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance. The Contractor shall maintain commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy, or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall maintain 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 maintain 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.

5. Cyber Liability Insurance - The Contractor shall maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts.

6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall maintain Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

7. Commercial Umbrella Liability. The Contractor shall maintain commercial umbrella liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella liability policy, or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of the underlying employers' liability, CGL, and commercial automobile liability policies, with an effective date that is concurrent with such liability policies. Commercial Umbrella Liability insurance shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

8. Sexual/Physical Abuse & Molestation - The Contractor shall maintain \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a CGL or professional liability policy is not acceptable.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE. The Contractor agrees that its insurance shall be primary and noncontributory. The Contractor agrees that no other insurance available to the District of Columbia or an additional insured under Contractor's policy shall apply before the Contractor's insurance coverages are fully exhausted.

C. CERTIFICATE OF INSURANCE REQUIREMENTS. Each certificate of insurance shall include:

1. The name of the insurance company or companies;
2. The name of the insured contractor;
3. The type(s) of insurance coverage being provided;
4. The insurance policy number(s);
5. The insurance policy effective date(s) and expiration date(s);
6. The insurance liability limits;
7. The District contract number;
8. Specific cancellation requirements noted in the Cancellation box (in the lower right hand corner);
9. The District as a Certificate Holder (in the box in the lower left hand corner); and
10. The District noted as an additional insured and a waiver of subrogation noted in either the insurance description section or checked in the boxes next to the applicable lines of coverage.

D. DURATION. The Contractor shall maintain all required insurance for two (2) years following final acceptance of the work performed under this contract, unless otherwise provided above.

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

F. 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.

- G. 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.
- H. NOTIFICATION OF CHANGES TO INSURANCE. 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 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 when its insurance coverages renew during the contract, and after.
- I. SUBMISSION OF CERTIFICATES OF INSURANCE. The Contractor shall have its insurance broker or insurance company submit Certificates of Insurance giving evidence of the required coverages prior to commencing work, and as necessary during the term of this contract. Certificates of Insurance shall be submitted to:

Renell Roberts

441 4th Street NW Suite 330S, Washington, DC 20001

renell.roberts@dc.gov

- J. 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.

4.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes, in its place:

14. Disputes

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

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the 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

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 CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO's written decision shall do the following:

- (iv) Provide a description of the claim or dispute;
- (v) Refer to the pertinent contract terms;
- (vi) State the factual areas of agreement and disagreement;
- (vii) 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;
- (viii) 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;
- (ix) Indicate that the written document is the CO's final decision; and
- (x) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (xi) Provide a description of the claim or dispute;
Refer to the pertinent contract terms;
State the factual areas of agreement and disagreement;
- (xii) 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;
- (xiii) 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;
- (xiv) Indicate that the written document is the CO's final decision; and
- (xv) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a

complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

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

4.12 CHANGES

Delete clause 15, Changes Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes Clause, in its place:

15. 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 **clause 14 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.

SECTION 5

ORDER OF PRECEDENCE AND ATTACHMENTS

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 in the following order of precedence:

1. Contract Number: CW95048
2. District of Columbia Supply Schedule Terms and Conditions, February 2010
3. Standard Contract Provisions for Use with District of Columbia, July 2010

ATTACHMENTS

The following attachments are incorporated into the contract:

1. DCSS Contractor's Offer Letter and Price Schedule, dated November 4, 2021 – Attachment A
2. Wage Determination 2015-4281 Rev. No. 20 Dated 10/20/2021, Attachment B

The following documents available at <https://ocp.dc.gov> are incorporated into the contract by reference:

1. Living Wage Act of 2006 Notice, effective January 1, 2021
2. Living Wage Act Fact Sheet 2018 Notice, effective January 1, 2021

SECTION 6

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF APPLICANTS

6.1 AUTHORIZED NEGOTIATORS

The Contractor represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for Contractor: (list names, titles, and telephone numbers of the authorized negotiators).

Names: Kiel Chesley
Titles: Principal
Telephone: 443-864-8299

6.2 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C.40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

SECTION 7

CONFIRMATION AND AGREEMENT

7.1 The Contractor agrees to comply with all terms and conditions set forth herein.

ATTACHMENT A – PRICE SCHEDULE

ATTACHMENT A

NJ3Q

November 4, 2021

Renell Roberts
Contracting Officer
Office of Contracting and Procurement
DC Supply Schedule
441 4th Street N.W., Suite 330 South
Washington, D.C. 20001

RE: DCSS Solicitation No. ITES202134
Contract No. CW95048
Caption: Information Technology Equipment and Software

Dear Ms. Roberts:

To provide Information Technology Equipment and Software under Contract No. CW95048, NJ3Q Technology, LLC, agrees to the pricing that is set forth in the price schedule that is attached to this letter. The attached price schedule, consisting of 3 pages, adopts pricing that is at or below the prices that are in GSA Federal Supply Schedule Services Contract No. GS-35F-0248R - that was awarded to Open Text, Inc. NJ3Q hereby adopts the entire GSA schedule list.

These prices apply to the base year and each of the four (4) option years under the proposed DCSS contract.

Please feel free to call me if you have any questions, I can be reached on 443.864.8299.

Thanking you in advance for your cooperation and your consideration on this matter.

Sincerely,



Kiel Chesley, Principal
NJ3Q Technology

NJ3Q

ATTACHMENT A

CLIN	SIN	New Open Text Inc. Product Code	Product Type	Product Name	Product: Units	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
001	511210	1000054934	License	CX-E - 4 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 1,853.40	\$ 1,853.40	\$ 1,853.40	\$ 1,853.40	\$ 1,853.40
002	511210	1000053330	License	CX-E - 8 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 4,014.61	\$ 4,014.61	\$ 4,014.61	\$ 4,014.61	\$ 4,014.61
003	511210	1000054906	License	CX-E - 12 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 7,407.05	\$ 7,407.05	\$ 7,407.05	\$ 7,407.05	\$ 7,407.05
004	511210	1000054910	License	CX-E - 16 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 9,876.07	\$ 9,876.07	\$ 9,876.07	\$ 9,876.07	\$ 9,876.07
005	511210	1000054914	License	CX-E - 20 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 12,345.09	\$ 12,345.09	\$ 12,345.09	\$ 12,345.09	\$ 12,345.09
006	511210	1000054918	License	CX-E - 24 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 17,283.12	\$ 17,283.12	\$ 17,283.12	\$ 17,283.12	\$ 17,283.12
007	511210	1000054922	License	CX-E - 28 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 22,221.16	\$ 22,221.16	\$ 22,221.16	\$ 22,221.16	\$ 22,221.16
008	511210	1000054926	License	CX-E - 32 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 27,159.19	\$ 27,159.19	\$ 27,159.19	\$ 27,159.19	\$ 27,159.19
009	511210	1000054930	License	CX-E - 36 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 32,097.23	\$ 32,097.23	\$ 32,097.23	\$ 32,097.23	\$ 32,097.23
010	511210	1000054938	License	CX-E - 40 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 37,035.26	\$ 37,035.26	\$ 37,035.26	\$ 37,035.26	\$ 37,035.26
011	511210	1000054942	License	CX-E - 44 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 41,973.30	\$ 41,973.30	\$ 41,973.30	\$ 41,973.30	\$ 41,973.30
012	511210	1000054946	License	CX-E - 48 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 46,911.34	\$ 46,911.34	\$ 46,911.34	\$ 46,911.34	\$ 46,911.34
013	511210	1000054950	License	CX-E - 52 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 51,849.37	\$ 51,849.37	\$ 51,849.37	\$ 51,849.37	\$ 51,849.37
014	511210	1000054954	License	CX-E - 56 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 56,787.41	\$ 56,787.41	\$ 56,787.41	\$ 56,787.41	\$ 56,787.41
015	511210	1000054958	License	CX-E - 60 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 61,725.44	\$ 61,725.44	\$ 61,725.44	\$ 61,725.44	\$ 61,725.44
016	511210	1000054962	License	CX-E - 64 Ports/5 UM/5 PA/1 Call Server License	EA	\$ 66,663.48	\$ 66,663.48	\$ 66,663.48	\$ 66,663.48	\$ 66,663.48
017	511210	1000052343	License	Each additional 4 port license (for port ranging from 4-20 ports)	EA	\$ 3,438.29	\$ 3,438.29	\$ 3,438.29	\$ 3,438.29	\$ 3,438.29
018	511210	1000052345	License	Each additional 4 port license (for ports ranging from 21-64 ports)	EA	\$ 4,938.04	\$ 4,938.04	\$ 4,938.04	\$ 4,938.04	\$ 4,938.04
019	511210	1000052347	License	Each additional 4 port license (for ports 65-752 ports)	EA	\$ 6,175.82	\$ 6,175.82	\$ 6,175.82	\$ 6,175.82	\$ 6,175.82
020	511210	1000052349	License	MWI 4 Port License (HiPath 4000 SSE, HiCom 300 E1, Alcatel E1)	EA	\$ 353.65	\$ 353.65	\$ 353.65	\$ 353.65	\$ 353.65
021	511210	1000052441	License	Additional Call Server (maximum 20 Call Servers total per CX-E system with TTS Additional Language (per language, per resource)	EA	\$ 91.69	\$ 91.69	\$ 91.69	\$ 91.69	\$ 91.69
022	511210	1000052453	License	Analog/Digital Networking	EA	\$ 2,469.02	\$ 2,469.02	\$ 2,469.02	\$ 2,469.02	\$ 2,469.02
023	511210	1000052495	License	Digital Networking Master Server	EA	\$ 615.62	\$ 615.62	\$ 615.62	\$ 615.62	\$ 615.62
024	511210	1000052497	License	25 UM User licenses	EA	\$ 458.44	\$ 458.44	\$ 458.44	\$ 458.44	\$ 458.44
025	511210	1000052471	License	100 UM User licenses	EA	\$ 1,728.97	\$ 1,728.97	\$ 1,728.97	\$ 1,728.97	\$ 1,728.97
026	511210	1000052473	License	500 UM User licenses	EA	\$ 8,022.67	\$ 8,022.67	\$ 8,022.67	\$ 8,022.67	\$ 8,022.67
027	511210	1000052475	License	1000 UM User licenses	EA	\$ 14,814.11	\$ 14,814.11	\$ 14,814.11	\$ 14,814.11	\$ 14,814.11
028	511210	1000052477	License	5000 UM User licenses	EA	\$ 61,725.44	\$ 61,725.44	\$ 61,725.44	\$ 61,725.44	\$ 61,725.44
029	511210	1000052479	License	NotifyXpress - Initial 2 ports License	EA	\$ 7,014.11	\$ 7,014.11	\$ 7,014.11	\$ 7,014.11	\$ 7,014.11
030	511210	1000054972	License	NotifyXpress - Each additional port (3-48)	EA	\$ 700.76	\$ 700.76	\$ 700.76	\$ 700.76	\$ 700.76
031	511210	1000052501	License	UConnect/Automated Agent	EA	\$ 3,510.33	\$ 3,510.33	\$ 3,510.33	\$ 3,510.33	\$ 3,510.33
032	511210	1000052499	License	1 Speech resource (ASR and TTS) License (add additional ports up to 500 S	EA	\$ 838.29	\$ 838.29	\$ 838.29	\$ 838.29	\$ 838.29
033	511210	1000052443	License	ASR Resource - Add to system with TTS	EA	\$ 419.14	\$ 419.14	\$ 419.14	\$ 419.14	\$ 419.14
034	511210	1000052445	License	ASR Additional Language (per language, per resource)	EA	\$ 98.24	\$ 98.24	\$ 98.24	\$ 98.24	\$ 98.24
035	511210	1000052449	License	25 PA User licenses	EA	\$ 458.44	\$ 458.44	\$ 458.44	\$ 458.44	\$ 458.44
036	511210	1000052481	License	100 PA User licenses	EA	\$ 1,728.97	\$ 1,728.97	\$ 1,728.97	\$ 1,728.97	\$ 1,728.97
037	511210	1000052483	License	500 PA User licenses	EA	\$ 8,022.67	\$ 8,022.67	\$ 8,022.67	\$ 8,022.67	\$ 8,022.67
038	511210	1000052485	License	1000 PA User licenses	EA	\$ 14,814.11	\$ 14,814.11	\$ 14,814.11	\$ 14,814.11	\$ 14,814.11
039	511210	1000052487	License	5000 PA User licenses	EA	\$ 61,725.44	\$ 61,725.44	\$ 61,725.44	\$ 61,725.44	\$ 61,725.44
040	511210	1000052489	License	Atom (50 users, 2 Speech resources, 1 language)	EA	\$ 3,091.18	\$ 3,091.18	\$ 3,091.18	\$ 3,091.18	\$ 3,091.18
041	511210	1000054211	License	Atom (100 users, 4 Speech resources, 1 language)	EA	\$ 6,169.27	\$ 6,169.27	\$ 6,169.27	\$ 6,169.27	\$ 6,169.27
042	511210	1000054213	License	Atom (1000 users, 28 Speech resources, 1 language)	EA	\$ 44,887.66	\$ 44,887.66	\$ 44,887.66	\$ 44,887.66	\$ 44,887.66
043	511210	1000054215	License	Atom (5000 users, 120 Speech resources, 1 language)	EA	\$ 171,848.87	\$ 171,848.87	\$ 171,848.87	\$ 171,848.87	\$ 171,848.87
044	511210	1000054217	License	TeamQ Agent - Per Agent	EA	\$ 39.29	\$ 39.29	\$ 39.29	\$ 39.29	\$ 39.29
045	511210	1000052503	License	TeamQ Supervisor - Per Supervisor	EA	\$ 176.83	\$ 176.83	\$ 176.83	\$ 176.83	\$ 176.83
046	511210	1000052505	License	Centrex SMDI	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
047	511210	1000052357	License	Mitel/Aastra/Ericsson MX-ONE/MD110 Analog VM	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
048	511210	1000052351	License	VM	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
049	511210	1000052363	License	NEC NEAX 2000/2400 MCI	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
050	511210	1000052355	License	Ascom Ascotel BCS64	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
051	511210	1000052385	License	Mitel/Aastra/Ericsson MX-ONE/MD110 E1 CAS VM	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
052	511210	1000052359	License	Cisco Unified Communication Manager (CallManager) SMDI	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
053	511210	1000052367	License	Avaya Communication Manager SIP (Includes SIP trunk for CM/SM, and S	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
054	511210	1000052369	License		EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
055	511210	1000052413	License		EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91

NJ3Q

ATTACHMENT A

CLIN	SIN	New Open Text Inc. Product Code	Product Type	Product Name	Product: Units	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
056	511210	1000052391	License	Avaya Communications Manager or Definity E1/T1 QSIG	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
057	511210	1000052361	License	Fujitsu 9600 SMDI	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
058	511210	1000052353	License	Mitel/Aastra/Ericsson MX-ONE/MD110 Analog TCP/IP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
059	511210	1000052387	License	Mitel/Aastra/Ericsson MX-ONE/MD110 E1 CAS TCP/IP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
060	511210	1000052401	License	Cisco Unified Communication Manager IP Port - Per Port	EA	\$ 127.71	\$ 127.71	\$ 127.71	\$ 127.71	\$ 127.71
061	511210	1000052399	License	Cisco Unified Communication Manager (CallManager) SCCP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
062	511210	1000052395	License	Avaya/Nortel CS1000 T1 QSIG	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
063	511210	1000052397	License	Unify/Siemens HiCom 300E E1 QSIG(requires separate analog ports and p	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
064	511210	1000052389	License	Alcatel OmniPCX Enterprise E1 QSIG(requires separate analog ports and p	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
065	511210	1000052365	License	NEC NEAX 2400/SV7000 LAN MCI	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
066	511210	1000052371	License	Avaya Definity Station Set Emulation	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
067	511210	1000052375	License	Nortel Meridian Station Set Emulation	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
068	511210	1000052381	License	Unify/Siemens 300E Station Set Emulation	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
069	511210	1000052379	License	Rolm 9751 Station Set Emulation	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
070	511210	1000052373	License	Mitel DNIC Station Set Emulation	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
071	511210	1000052383	License	Unify/Siemens HiPath 4000 Station Set Emulation (requires separate anal	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
072	511210	1000052377	License	Nortel BCM Station Set Emulation	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
073	511210	1000052393	License	Cisco Unified Communication Manager (CallManager) E1 QSIG	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
074	511210	1000052421	License	Avaya/Nortel CS1000 SIP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
075	511210	1000052409	License	Alcatel OmniPCX Enterprise SIP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
076	511210	1000052429	License	Tadiran Coral IPx SIP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
077	511210	1000052419	License	Mitel Communications Director (MCD) SIP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
078	511210	1000052415	License	Avaya IP Office SIP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
079	511210	1000052423	License	ShoreTel ShoreGear SIP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
080	511210	1000052425	License	Unify/Siemens OpenScape Voice SIP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
081	511210	1000052417	License	Dialogic 1000/2000 Media Gateway (DMG) SIP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
082	511210	1000052431	License	BroadSoft BroadWorks SIP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
083	511210	1000052433	License	Cisco Unified Communications Manager SIP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
084	511210	1000052403	License	Microsoft Skype for Business/Lync IP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
085	511210	1000052405	License	Microsoft Skype for Business/Lync IP Port - Per Port	EA	\$ 127.71	\$ 127.71	\$ 127.71	\$ 127.71	\$ 127.71
086	511210	1000052435	License	Genband CS2100 SIP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
087	511210	1000052437	License	Genband EXPERIUS SIP	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
088	511210	1000052491	License	Alternate TUI Emulations	EA	\$ 2,469.02	\$ 2,469.02	\$ 2,469.02	\$ 2,469.02	\$ 2,469.02
089	511210	1000052271	Maintenance	Legacy XM Standard XpressCare Support:1 Year @ 15% of GSA CX-Elicenses2 Years @ 28.5% of GSA CX-Elicenses3 Years @ 40.5% of GSA CX-Elicenses4 Years @ 51% of GSA CX-Elicenses5 Years @ 60% of GSA CX-Elicenses	EA	60% of GSA licenses	60% of GSA licenses	60% of GSA licenses	60% of GSA licenses	60% of GSA licenses
090	511210	1000052444	Maintenance	1 Speech resource (ASR and TTS) License (add additional ports up to 500 Speech resources) Maintenance:1 Year @ 15% of GSA Neverfail Licenses2 Years @ 28.5% of GSA Neverfail Licenses3 Years @ 40.5% of GSA Neverfail Licenses4 Years @ 51% of GSA Neverfail Licenses5 Years @ 60% of GSA Neverfail LicensesPro-rated @ 1.6% of GSA Neverfail or Speech License	EA	76% of GSA licenses	76% of GSA licenses	76% of GSA licenses	76% of GSA licenses	76% of GSA licenses
091	511210	1000053526	Maintenance	XpressCare CX Licenses-Partial	EA	1.25% of GSA CX-Elicenses	1.25% of GSA CX-Elicenses	1.25% of GSA CX-Elicenses	1.25% of GSA CX-Elicenses	1.25% of GSA CX-Elicenses
092	511210	1000052456	Maintenance	Neverfail Secondary System Server- Initial Purchase - Per Port Maintenanc	EA	1.25% of GSA Neverfail License	1.25% of GSA Neverfail License	1.25% of GSA Neverfail License	1.25% of GSA Neverfail License	1.25% of GSA Neverfail License
093	511210	1000053597	Maintenance	CXE -XC Speech Lic-Pro-rated	EA	1.25% of GSA Speech License	1.25% of GSA Speech License	1.25% of GSA Speech License	1.25% of GSA Speech License	1.25% of GSA Speech License
094	511210	1000052272	Maintenance	Legacy XM Enterprise XpressCare Support:1 Year @ 19% of GSA CX-Elicenses2 Years @ 36% of GSA CX-Elicenses3 Years @ 51.5% of GSA CX-Elicenses4 Years @ 65% of GSA CX-Elicenses5 Years @ 76% of GSA CX-ElicensesPro-rated @ 1.6% of GSA Licenses	EA	76% of GSA CX-Elicenses	76% of GSA CX-Elicenses	76% of GSA CX-Elicenses	76% of GSA CX-Elicenses	76% of GSA CX-Elicenses
095	511210	1000054429	Maintenance	CX-E XpressCare Reinstatement (1-90 days expired)	EA	25% of GSA XpressCare licenses	25% of GSA XpressCare licenses	25% of GSA XpressCare licenses	25% of GSA XpressCare licenses	25% of GSA XpressCare licenses
096	511210	1000054426	Maintenance	CX-E XpressCare Reinstatement - Per 4 ports	EA	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91	\$ 654.91
097	511210	1000054427	Maintenance	CX-E XpressCare Reinstatement - Per Speech Resource	EA	\$ 261.96	\$ 261.96	\$ 261.96	\$ 261.96	\$ 261.96
098	511210	1000054428	Maintenance	CX-E XpressCare Reinstatement - Per 4 ports Neverfail	EA	\$ 196.47	\$ 196.47	\$ 196.47	\$ 196.47	\$ 196.47

In addition to the items listed above, NJ3Q Technology, LLC hereby adopts the entire mentioned GSA schedule GS-35F-0248R.

ATTACHMENT B – WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 20
		Date Of Last Revision: 10/20/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia Maryland Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert Charles Prince George's
 Virginia Counties of Alexandria Arlington Fairfax Falls Church Fauquier
 Loudoun Manassas Manassas Park Prince William Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.39
01012 - Accounting Clerk II		21.79
01013 - Accounting Clerk III		24.36
01020 - Administrative Assistant		35.58
01035 - Court Reporter		26.42
01041 - Customer Service Representative I		15.75
01042 - Customer Service Representative II		17.18
01043 - Customer Service Representative III		19.30

01051 - Data Entry Operator I	16.64
01052 - Data Entry Operator II	18.16
01060 - Dispatcher Motor Vehicle	22.02
01070 - Document Preparation Clerk	18.04
01090 - Duplicating Machine Operator	18.04
01111 - General Clerk I	15.92
01112 - General Clerk II	17.38
01113 - General Clerk III	19.52
01120 - Housing Referral Assistant	25.29
01141 - Messenger Courier	19.79
01191 - Order Clerk I	15.29
01192 - Order Clerk II	16.68
01261 - Personnel Assistant (Employment) I	19.76
01262 - Personnel Assistant (Employment) II	22.10
01263 - Personnel Assistant (Employment) III	24.63
01270 - Production Control Clerk	26.81
01290 - Rental Clerk	18.17
01300 - Scheduler Maintenance	18.61
01311 - Secretary I	18.61
01312 - Secretary II	20.81
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	19.69
01410 - Supply Technician	35.58
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	16.94
01531 - Travel Clerk I	17.63
01532 - Travel Clerk II	19.21
01533 - Travel Clerk III	20.67
01611 - Word Processor I	18.62
01612 - Word Processor II	20.92
01613 - Word Processor III	23.39
05000 - Automotive Service Occupations	28.60
05005 - Automobile Body Repairer Fiberglass	25.03
05010 - Automotive Electrician	23.58
05040 - Automotive Glass Installer	23.58
05070 - Automotive Worker	23.58
05110 - Mobile Equipment Servicer	20.28
05130 - Motor Equipment Metal Mechanic	26.36
05160 - Motor Equipment Metal Worker	23.58
05190 - Motor Vehicle Mechanic	26.36
05220 - Motor Vehicle Mechanic Helper	18.55
05250 - Motor Vehicle Upholstery Worker	22.01
05280 - Motor Vehicle Wrecker	23.58
05310 - Painter Automotive	25.03
05340 - Radiator Repair Specialist	23.58
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	26.36
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.74

07041 - Cook I	16.93
07042 - Cook II	19.68
07070 - Dishwasher	13.37
07130 - Food Service Worker	13.51
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	12.84
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.85
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.02
11060 - Elevator Operator	15.40
11090 - Gardener	21.24
11122 - Housekeeping Aide	15.40
11150 - Janitor	15.40
11210 - Laborer Grounds Maintenance	15.85
11240 - Maid or Houseman	14.58
11260 - Pruner	14.86
11270 - Tractor Operator	19.43
11330 - Trail Maintenance Worker	15.85
11360 - Window Cleaner	16.42
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.71
12012 - Certified Occupational Therapist Assistant	33.40
12015 - Certified Physical Therapist Assistant	27.29
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	50.57
12030 - EKG Technician	34.67
12035 - Electroneurodiagnostic Technologist	34.67
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	20.72
12072 - Licensed Practical Nurse II	23.16
12073 - Licensed Practical Nurse III	25.82
12100 - Medical Assistant	18.95
12130 - Medical Laboratory Technician	27.80
12160 - Medical Record Clerk	20.86
12190 - Medical Record Technician	24.60
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	42.47
12221 - Nursing Assistant I	12.61
12222 - Nursing Assistant II	14.17
12223 - Nursing Assistant III	15.46
12224 - Nursing Assistant IV	17.37
12235 - Optical Dispenser	25.02

12236 - Optical Technician	21.03
12250 - Pharmacy Technician	18.40
12280 - Phlebotomist	19.43
12305 - Radiologic Technologist	36.21
12311 - Registered Nurse I	30.40
12312 - Registered Nurse II	36.78
12313 - Registered Nurse II Specialist	36.78
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III Anesthetist	44.14
12316 - Registered Nurse IV	52.91
12317 - Scheduler (Drug and Alcohol Testing)	29.37
12320 - Substance Abuse Treatment Counselor	27.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.30
13012 - Exhibits Specialist II	30.10
13013 - Exhibits Specialist III	36.82
13041 - Illustrator I	22.26
13042 - Illustrator II	27.57
13043 - Illustrator III	33.73
13047 - Librarian	42.46
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	38.33
13058 - Library Technician	23.10
13061 - Media Specialist I	27.67
13062 - Media Specialist II	30.94
13063 - Media Specialist III	34.50
13071 - Photographer I	18.45
13072 - Photographer II	20.79
13073 - Photographer III	26.04
13074 - Photographer IV	31.52
13075 - Photographer V	37.84
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	28.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.81
14042 - Computer Operator II	23.30
14043 - Computer Operator III	25.96
14044 - Computer Operator IV	28.84
14045 - Computer Operator V	31.96
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	20.81
14160 - Personal Computer Support Technician	28.84

14170 - System Support Specialist	38.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	43.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	35.88
15085 - Maintenance Test Pilot Fixed Jet/Prop	51.76
15086 - Maintenance Test Pilot Rotary Wing	51.76
15088 - Non-Maintenance Test/Co-Pilot	31.61
15090 - Technical Instructor	38.67
15095 - Technical Instructor/Course Developer	25.52
15110 - Test Proctor	25.52
15120 - Tutor	25.52
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	16.58
16030 - Counter Attendant	16.58
16040 - Dry Cleaner	18.94
16070 - Finisher Flatwork Machine	16.58
16090 - Presser Hand	16.58
16110 - Presser Machine Drycleaning	16.58
16130 - Presser Machine Shirts	16.58
16160 - Presser Machine Wearing Apparel Laundry	16.58
16190 - Sewing Machine Operator	19.73
16220 - Tailor	20.52
16250 - Washer Machine	17.37
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	28.82
19040 - Tool And Die Maker	35.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.95
21030 - Material Coordinator	26.81
21040 - Material Expediter	26.81
21050 - Material Handling Laborer	14.53
21071 - Order Filler	16.60
21080 - Production Line Worker (Food Processing)	20.95
21110 - Shipping Packer	18.17
21130 - Shipping/Receiving Clerk	18.17
21140 - Store Worker I	15.79
21150 - Stock Clerk	19.69
21210 - Tools And Parts Attendant	20.95
21410 - Warehouse Specialist	20.95
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	40.71
23019 - Aircraft Logs and Records Technician	32.27
23021 - Aircraft Mechanic I	38.65
23022 - Aircraft Mechanic II	40.71

23023 - Aircraft Mechanic III	42.69
23040 - Aircraft Mechanic Helper	27.20
23050 - Aircraft Painter	36.70
23060 - Aircraft Servicer	32.27
23070 - Aircraft Survival Flight Equipment Technician	36.70
23080 - Aircraft Worker	34.57
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	34.57
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	38.65
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	16.73
23125 - Cable Splicer	34.63
23130 - Carpenter Maintenance	24.81
23140 - Carpet Layer	20.49
23160 - Electrician Maintenance	29.95
23181 - Electronics Technician Maintenance I	30.70
23182 - Electronics Technician Maintenance II	32.60
23183 - Electronics Technician Maintenance III	34.33
23260 - Fabric Worker	25.34
23290 - Fire Alarm System Mechanic	29.84
23310 - Fire Extinguisher Repairer	23.35
23311 - Fuel Distribution System Mechanic	36.27
23312 - Fuel Distribution System Operator	27.91
23370 - General Maintenance Worker	23.48
23380 - Ground Support Equipment Mechanic	38.65
23381 - Ground Support Equipment Servicer	32.27
23382 - Ground Support Equipment Worker	34.57
23391 - Gunsmith I	23.35
23392 - Gunsmith II	27.15
23393 - Gunsmith III	30.35
23410 - Heating Ventilation And Air-Conditioning Mechanic	30.17
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	31.78
23430 - Heavy Equipment Mechanic	28.46
23440 - Heavy Equipment Operator	24.69
23460 - Instrument Mechanic	33.14
23465 - Laboratory/Shelter Mechanic	28.82
23470 - Laborer	14.98
23510 - Locksmith	32.72
23530 - Machinery Maintenance Mechanic	30.29
23550 - Machinist Maintenance	27.42
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	33.14
23592 - Metrology Technician II	34.91
23593 - Metrology Technician III	36.61
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96

23760 - Painter Maintenance	21.75
23790 - Pipefitter Maintenance	28.84
23810 - Plumber Maintenance	27.39
23820 - Pseudraulic Systems Mechanic	30.35
23850 - Rigger	28.23
23870 - Scale Mechanic	27.15
23890 - Sheet-Metal Worker Maintenance	29.04
23910 - Small Engine Mechanic	22.69
23931 - Telecommunications Mechanic I	37.06
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	35.40
23960 - Welder Combination Maintenance	25.07
23965 - Well Driller	25.57
23970 - Woodcraft Worker	30.35
23980 - Woodworker	23.35
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05
24570 - Child Care Attendant	15.17
24580 - Child Care Center Clerk	18.91
24610 - Chore Aide	14.29
24620 - Family Readiness And Support Services Coordinator	20.05
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	35.53
25040 - Sewage Plant Operator	28.29
25070 - Stationary Engineer	35.53
25190 - Ventilation Equipment Tender	25.01
25210 - Water Treatment Plant Operator	28.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83
27007 - Baggage Inspector	18.06
27008 - Corrections Officer	29.35
27010 - Court Security Officer	30.66
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	29.35
27070 - Firefighter	31.96
27101 - Guard I	18.06
27102 - Guard II	20.57
27131 - Police Officer I	32.66
27132 - Police Officer II	36.30
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.37
28042 - Carnival Equipment Repairer	16.80
28043 - Carnival Worker	11.76
28210 - Gate Attendant/Gate Tender	17.09
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	19.11
28510 - Recreation Aide/Health Facility Attendant	13.94

28515 - Recreation Specialist	23.67
28630 - Sports Official	15.21
28690 - Swimming Pool Operator	19.53
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	34.82
29020 - Hatch Tender	34.82
29030 - Line Handler	34.82
29041 - Stevedore I	32.51
29042 - Stevedore II	36.97
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	45.33
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	31.26
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.43
30021 - Archeological Technician I	20.86
30022 - Archeological Technician II	23.34
30023 - Archeological Technician III	28.90
30030 - Cartographic Technician	28.90
30040 - Civil Engineering Technician	32.88
30051 - Cryogenic Technician I	32.01
30052 - Cryogenic Technician II	35.36
30061 - Drafter/CAD Operator I	20.86
30062 - Drafter/CAD Operator II	23.34
30063 - Drafter/CAD Operator III	26.01
30064 - Drafter/CAD Operator IV	32.01
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	28.90
30095 - Evidence Control Specialist	28.90
30210 - Laboratory Technician	27.47
30221 - Latent Fingerprint Technician I	37.63
30222 - Latent Fingerprint Technician II	41.56
30240 - Mathematical Technician	31.83
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	35.36
30390 - Photo-Optics Technician	28.90
30395 - Radiation Control Technician	35.36
30461 - Technical Writer I	28.83
30462 - Technical Writer II	35.27
30463 - Technical Writer III	42.68
30491 - Unexploded Ordnance (UXO) Technician I	28.81
30492 - Unexploded Ordnance (UXO) Technician II	34.86
30493 - Unexploded Ordnance (UXO) Technician III	41.78

30494 - Unexploded (UXO) Safety Escort	28.81
30495 - Unexploded (UXO) Sweep Personnel	28.81
30501 - Weather Forecaster I	32.01
30502 - Weather Forecaster II	38.93
30620 - Weather Observer Combined Upper Air Or Surface Programs	26.01
30621 - Weather Observer Senior	(see 2)
31000 - Transportation/Mobile Equipment Operation Occupations	28.90
31010 - Airplane Pilot	34.86
31020 - Bus Aide	14.84
31030 - Bus Driver	21.58
31043 - Driver Courier	18.86
31260 - Parking and Lot Attendant	14.50
31290 - Shuttle Bus Driver	19.93
31310 - Taxi Driver	17.71
31361 - Truckdriver Light	20.62
31362 - Truckdriver Medium	22.39
31363 - Truckdriver Heavy	23.78
31364 - Truckdriver Tractor-Trailer	23.78
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.00
99030 - Cashier	12.54
99050 - Desk Clerk	14.61
99095 - Embalmer	34.10
99130 - Flight Follower	28.81
99251 - Laboratory Animal Caretaker I	14.86
99252 - Laboratory Animal Caretaker II	16.25
99260 - Marketing Analyst	35.57
99310 - Mortician	34.10
99410 - Pest Controller	21.89
99510 - Photofinishing Worker	17.97
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.81
99810 - Sales Clerk	13.71
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	31.00
99831 - Surveying Aide	19.26
99832 - Surveying Technician	29.45
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67
99842 - Vending Machine Repairer Helper	15.48

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

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

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin

Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth
National Independence Day Independence Day Labor Day Columbus Day Veterans'
Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of
the named holidays another day off with pay in accordance with a plan communicated
to the employees involved.) (See 29 CFR 4.174)

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

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

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

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

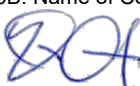
4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

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

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

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

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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number CW95048	Page of Pages 1 1	
2. Amendment/Modification Number M0009	3. Effective Date 11/12/23	4. Requisition/Purchase Request No.	5. Solicitation Caption Information Technology Equipment and Software		
6. Issued by: Office of Contracting and Procurement DC Supply Schedule 441 4 th Street, NW, Suite 330S Washington, DC 20005		Code 5CDH	7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) NJ3Q Technology, LLC 1328 Florida Ave NW Washington, DC 20009 Tel#: (443) 864-8299		Code	Facility	9A. Amendment of Solicitation No.	
				9B. Dated	
			X	10A. Modification of Contract/Order No. CW95048	
			X	10B. Dated (See Item 13) 11/12/21	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <u>X</u> is extended. <u> </u> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data:					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
	A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A				
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
	C. This supplemental agreement is entered into pursuant to authority of: The Changes Clause				
X	D. Other (Specify type of modification and authority) Exercise of Option, 27 DCMR, Chapter 20, Section 2008				
E. IMPORTANT: Contractor is <u> </u> OR is not <u>X</u> is required to sign this document.					
14. Description of amendment/modification (Organized by USC Section headings, including solicitation/contract subject matter where feasible.) Pursuant to section 3.2, Option to Extend the Term of the Contract, Contract Number CW95048 is hereby modified as follows:					
<p>A. The District of Columbia Office of Contracting and Procurement hereby exercises its option to extend the term of the contract for the period of November 12, 2023, through November 11, 2024 (Option Year Two). The maximum contract amount is not to exceed \$10,000,000.</p> <p>B. The contractor is bound by Wage Determination No. 2015-4281, rev. 27, dated 6/30/23 issued by the Department of Labor.</p>					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print) Kiel Chesley, Principal			16A. Name of Contracting Officer Priscilla Mack		
15B. Name of Contractor  (Signature of person authorized to sign)	15C. Date Signed 11/14/2023	16B. District of Columbia Priscilla Mack		16C. Date Signed 11-8-23	
		(Signature of Contracting Officer)			