

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



Office of Management and Administration  
Office of Contracts

June 28, 2019

John Lomoro,  
SVP Finance  
Kyriba Corp.

RE: Notification of Award  
Solicitation No. CFOPD-18-R-043  
Treasury Management System

Dear Mr. Lomoro:

The Office of the Chief Financial Officer (“OCFO”) is pleased to award Contract Number CFOPD-19-C-047 for Treasury Management System to Kyriba Corp. as a result of the subject solicitation.

This letter is also to notify you that in accordance with Section I.30 –Insurance “The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.” Please provide the applicable proof of insurance coverage within ten (10) calendar days of receipt of this notification.

Please address the rider to the attention of the Administrative Assistant at the following address:

Office of Management and Administration  
Office of Contracts  
Attn: Chrishelle Minor  
1100 4<sup>th</sup> Street SW, Suite E620  
Washington, DC 20024  
Chrishelle.Minor@dc.gov

The Contracting Officer's Technical Representative is Sarah Jacobus, Cash and Investment Manager, in the Office of Finance and Treasury (OFT). You will be contacted by OFT in the very near future to schedule a start up meeting.

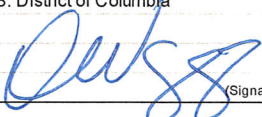
Congratulations on receipt of this contract. If you have any questions, you may contact Samira Davis, Contract Specialist, at 202-442-6428.

Sincerely,

A handwritten signature in blue ink, appearing to read "Drakus Wiggins".

Drakus Wiggins, CPPB, CPPO  
Contracting Officer  
Office of Contracts

Contract No. CFOPD-19-C-047  
Treasury Management System

<b>AWARD/CONTRACT</b>		1. Solicitation Number CFOPD-18-R-043		Page of Pages			
2. Contract Number CFOPD-19-C-047		3. Effective Date See 20C		1   63 + Attachments			
5. Issued By Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite E610 Washington, DC 20024		Code		6. Administered By (If other than line 5) Office of the Chief Financial Officer Office of Finance and Treasury 1101 4th Street, SW, Suite 850 West, Washington, DC 20024 Office: 202.727.2469			
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Kyriba Corp. 9620 Towne Center Drive, Suite 250, San Diego, CA 92121 Ashlee B. Hartman Phone: +1-919-601-3845 Email: ahartman@kyriba.com			8. Delivery <input type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule Section F)				
Code			9. Discount for prompt payment				
Code			10. Submit Invoices in accordance with Section G.3				
Code			Facility				
11. Ship to/Mark For Office of the Chief Financial Officer Office of Logistics and Support Services Suite W1636 1101 4th Street, S.W. Washington, DC 20024 202-442-6930			Code				
Code			12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable 1100 4th Street, SW Suite E600 Washington, DC 20024 oma.invoicing @dc.gov				
13. Contract Type Firm Fixed Price			14. Accounting and Appropriation Data				
15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount		
1	Treasury Management System	1	Lot	\$362,768.08	\$362,768.08		
Total Amount of Contract				\$362,768.08			
16. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	Solicitation/Contract Form	1		I	Contract Clauses	26
	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	Description/Specifications/Work Statement	9		J	List of Attachments	54
	D	Packaging and Marking	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	Inspection and Acceptance	12		K	Representations, Certifications and Other Statements of Offerors	55
	F	Deliveries or Performance	14				
	G	Contract Administration Data	15		L	Instructions, conditions & notices to offerors	
	H	Special Contract Requirements	19		M	Evaluation factors for award	
Contracting Officer will Complete Item 17 or 18 as Applicable							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 pdf copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) Jon Nguyen SVP, FP&A				20A. Name of Contracting Officer Drakus Wiggins			
19B. Name of Contractor DocuSigned by: Jon Nguyen (Signature of person authorized to sign)		19C. Date Signed 6/27/2019		20B. District of Columbia  (Signature of Contracting Officer)		20C. Date Signed 6/28/19	

**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 Finance & Treasury (OFT) (the “District”) is awarding a contract to provide, implement and host a SaaS cloud-based Treasury Management System (TMS) with capabilities to perform cash management, payments, bank relationship management, and investment functions.

**B.2 CONTRACT TYPE**

The District is awarding a Firm Fixed Price Contract.

**B.3 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.4 PRICE SCHEDULE – FIRM FIXED PRICE**

**B.4.1 BASE YEAR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
<b>001</b>	TMS Licenses	\$173,036.08
<b>002</b>	TMS Implementation	\$189,750.00
<b>003</b>	TMS Hosting, Maintenance, and Support	\$0
<b>Total for B.4.1</b>		<b>\$362,768.08</b>



**B.4.2 OPTION YEAR 1**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
<b>101</b>	TMS Licenses	\$173,036.08
<b>102</b>	TMS Hosting, Maintenance, and Support	\$0
<b>Total for B.4.2</b>		<b>\$173,036.08</b>

**B.4.3 OPTION YEAR 2**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
<b>201</b>	TMS Licenses	\$173,036.08
<b>202</b>	TMS Hosting, Maintenance, and Support	\$0
<b>Total for B.4.3</b>		<b>\$173,036.08</b>

**B.4.4 OPTION YEAR 3**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
<b>301</b>	TMS Licenses	\$173,036.08
<b>302</b>	TMS Hosting, Maintenance, and Support	\$0
<b>Total for B.4.4</b>		<b>\$173,036.08</b>

**B.4.5 OPTION YEAR 4**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
<b>401</b>	TMS Licenses	\$173,036.08
<b>402</b>	TMS Hosting, Maintenance, and Support	\$0
<b>Total for B.4.5</b>		<b>\$173,036.08</b>

**B.4.6 OPTIONAL ITEMS**

B.4.6.1 The District may decide to exercise the option for purchasing Optional Items in the best interest of the District through a bilateral modification to the Contract. The pricing for the Optional Items shall be fixed for the Base Period and any option year exercised in the event Optional Items are required to be purchased in an option period.

**B.4.6.2        ADDITIONAL USERS**

B.4.6.2.1        The Contractor shall provide pricing for additional users, beyond the 20 required users. The additional users pricing shall be separate from the all-inclusive pricing of the price schedules for the required 20 users.

**B.4.6.3        INTEGRATION SERVICES**

B.4.6.3.1        The District will be implementing a new ERP Accounting System, Oracle Financials, to replace the current general ledger system, R\*STARS /SOAR. The Contractor shall provide pricing to integrate into the Oracle Cloud Financials and Budgeting System.

**B.4.6.4        DEBT MANAGEMENT MODULE**

B.4.6.4.1        The Contractor shall provide pricing for implementation and maintenance of a debt management module that supports the District's short-term and long-term borrowings as per Section C.3.8.

## SECTION C

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1 SCOPE

C.1.1 The Office of the Chief Financial Officer (“OCFO”) for the District of Columbia (“District”) and the Office of Contracts on behalf of Office of Finance and Treasury (OFT) is awarding a contract to provide, implement and host a Treasury Management System (TMS) with capabilities to perform cash management, payments, bank relationship management, and investment functions in accordance with the requirements provided in in this Contract.

#### C.2 BACKGROUND

C.2.1 The District of Columbia Office of the Chief Financial Officer (OCFO), manages the District’s financial operations, which includes tax and revenue administration; the treasury, comptroller and budget offices; economic/fiscal analysis and revenue estimation functions; all District agency financial operations; and the DC Lottery. Within the OCFO, the Office of Finance and Treasury (OFT) is responsible for managing the District’s financial assets and liabilities associated with its annual operating and capital budget. This includes management of the District’s banking and investment activities; check, electronic receipts and disbursements; and its debt issuance and repayment activities. The OFT is also responsible for the oversight of the District’s 401(a) and 457(b) retirement plans, 529 college savings plan, and the Unclaimed Property program. Within OFT, the Cash and Investment Management unit (CIM) is tasked with the efficient and effective management of the District’s cash balances so that all accounts are adequately funded to meet the District’s obligations and idle cash is invested and accounted for accurately and timely by following appropriate laws and policies.

C.2.2 The general mission of the OFT’s, Cash and Investment Management team is to manage the liquidity of District of Columbia. This means that all current and projected cash flows must be monitored to ensure that there is sufficient cash to meet all the District’s obligations in a timely fashion while minimizing the need for borrowing, as well as ensuring that excess cash is properly invested. While accomplishing this mission, the OFT must engage in considerable prudence to ensure safety of principal.

C.2.3 The OFT performs specific treasury tasks related to cash and liquidity management, payments (electronic funds transfer), investment management and cash forecasting. Cash flows come in from a variety of sources (such as: federal grant drawdowns, Lottery, agency fees, property and income taxes, delinquent collections and other sources). Currently, staff retrieves on-line banking information and manually reconciles cash flows on Excel spreadsheets to determine cash balances and/or liquidity requirements. Payment requests are received from various DC Government Agencies via email and entered into the cash positioning worksheet (CPW) and loaded into the appropriate bank portal for processing. The average quarterly wire transfer volume and dollar amount is 1,150 transactions and \$5.4 billion, respectively. Cash is transferred through multiple proprietary bank portals and manually recorded in Excel spreadsheets for subsequent entry into the legacy general ledger system, R\*STARS, also

known as the System of Accounting and Reporting (SOAR). Short term investments are increased or decreased to reflect the day's liquidity needs. Longer term investments are determined by analysis of the cash forecast, which is updated daily. Refer to Attachment J.3 Treasury Current Workflow Process. Additional information is provided in the Attachment J.6 Supplemental Information.

C.2.4 The main purpose of a TMS is to automate the standard, day-to-day treasury transactions. Automation reduces the risk of errors due to human involvement in the payments and reconciliation processes. The objective is to move away from manual, labor intensive processes, to improve operating efficiency and provide personnel with the opportunity to have a more strategic role within OFT. The overarching goal of this initiative is to implement an automated TMS to improve the current processes to:

1. Enhance the workflow process
2. Eliminate data entry redundancy
3. Create robust reporting, analytics, and oversight/compliance
4. Adhere to best practices while continuing to meet applicable District of Columbia regulatory/legislative requirements

C.2.5 The District will be implementing a new enterprise resource planning (ERP) Accounting System, Oracle Financials, to replace the current general ledger system, R\*STARS /SOAR. The TMS shall have the ability to interface with the Oracle Cloud Financials and Budgeting System.

### **C.3 REQUIREMENTS**

#### **C.3.1 General Requirements**

1. The TMS shall integrate cash and investment management functions into one consolidated repository of treasury information.
2. The TMS shall reduce reconciliation time and enhance reporting capabilities needed to disseminate information and measure performance.
3. The TMS shall house the treasury functions, e.g., cash positioning, forecasting, wire transfers, and investments, into one consolidated repository of treasury information.
4. The Contractor shall have had its TMS solution available in the general market for at least five years.
5. The Contractor shall have implemented a solution with at least three different clients in the last five years.
6. The Contractor shall provide their audited financial statements for the last three years.
7. The Contractor shall have done at least one public sector (state, county, or local government) implementation.
8. The Contractor shall assign a Project Manager that has managed at least two successful prior implementations.

9. At least one Contractor's team member assisting in the implementation shall have, at a minimum, the following credentials: Certified Public Account (CPA) and/or Certified Treasury Professional (CTP).

### **C.3.2 Cash Management Requirements:**

#### **1. Manage Bank Accounts**

- a) The Contractor shall set-up accounts within the TMS and associate the account to a Demand Deposit Account (DDA), Trust, Custody, and General Ledger accounts.
- b) The TMS shall provide a work flow that will list the bank account status as open, inactive, closed. The system shall be able to group accounts.
- c) The TMS shall provide a feature for signatory tracking, the ability to generate bank confirmation letters and document storage.
- d) The TMS shall provide the ability to electronically update bank signatories.
- e) The TMS shall consolidate all statements electronically, in a centralized location, making it easy to reference and access statements in a secure and compliant environment.

#### **2. Bank Polling**

- a) The TMS shall provide multi bank communication, connect and centralize bank information from approximately 413+ bank accounts consisting of 25 banks which includes the District's current banking providers (refer to Attachment J.4 Banking Suppliers to the District).
- b) The TMS shall automatically download and consolidate transactional bank data.
- c) The TMS shall provide customizable automated reports by individual account, group of accounts and consolidated cash position.
- d) The TMS shall provide for an alert or notification for bank balances that have not been updated or reported.
- e) The TMS shall provide a daily alert or notification for accounts with balances below their target balance and that have negative balances.
- f) The TMS shall receive various electronic funds transfer file formats, such as Bank Administration Institute (BAI) and SWIFT, from multiple banks, several times a day that automatically load into the TMS without staff logging into the District's banking systems. The TMS shall update in real time based on user defined time intervals.

#### **3. Daily Cash Position**

- a) The TMS shall provide previous day ending account balances (BAI file is available by 7:30 am next day), current day and controlled disbursement balances (BAI file is available starting between 10:00 am – 10:30 am current day).
- b) The TMS shall automatically reconcile the following with the prior day's account balance and activity:
  - i. Transactions – deposits, withdrawals, payments and wires.
  - ii. Investment activities
- c) The TMS shall provide cash position worksheet that combines bank balances and transactions with expected cash flows.



- d) The TMS shall provide the ability to enter pending items and automatically generate entries for wire transfer and investment activity.
- e) The TMS shall allow user to input recurring in-flows and out-flows.
- f) The TMS shall have the ability to assign a target balance to each account.
- g) The TMS shall create flags when bank balance is below target balance or overdraws the account.
- h) The TMS shall provide a real time cash position report that must reflect if any of the accounts have an excess balance, above the target balance, that requires an investment trade or a deficit balance that requires funding.
- i) The TMS shall provide customizable daily cash worksheet and reports. Reports shall have the ability to display information in data, graphical and dashboard formats.
- j) The TMS shall allow user to view cash position at a summary level and provide the ability to breakdown the details.
- k) The TMS shall accommodate posting to multiple GL accounts.

#### 4. Daily Cash Position for Review and Approval

- a) The TMS shall have different levels of review and approval for workflow processes. The different workflow levels shall be user access limited.
- b) The TMS shall have the ability to provide an audit trail for all approvals.

#### 5. Payments

- a) The TMS shall provide a custom payment workflow for the initiation, approval, transmission, acknowledgement of Electronic Funds Transfer (EFT), payments such as, Automated Clearing House (ACH), Fedwire, or book transfers and document storage of wire transfer payments.
- b) The TMS shall provide the ability to establish customized multi-level approval workflow process controls.
- c) The TMS shall provide the ability to attach files to payments, with no size limits and unlimited retention.
- d) The TMS shall provide the ability to provide an electronic signature workflow to:
  - i. Give signers access to documents
  - ii. Authenticate signers
  - iii. Present documents for review
  - iv. Provide ability to attach additional documents to the transaction
  - v. Ability to digitally sign documents, along with a date and time stamp
  - vi. Deliver the signed document to all parties.
- e) The TMS shall provide for the execution of EFT payments, such as Fedwire, ACH, and book transfers, from within the module for multiple banks.
- f) The TMS shall provide the ability to set multiple payment initiation and approval levels.
- g) The TMS shall provide transaction matching capabilities and the ability to reconcile payments.
- h) The TMS shall provide the ability to electronically route and distribute reports, documents and confirmations via email directly from the system.

- i) The TMS shall have customizable templates for reports, wire confirmations and other documents.
- j) The TMS shall provide the ability to process ACH debits and credits, Fedwires, EFTs and book transfers.

## 6. Cash Forecasting

- a) The TMS shall provide cash forecasting capabilities to build and analyze cash forecasts for multiple periods, (e.g. daily, weekly, monthly, quarterly) and years.
- b) The TMS shall provide the ability to enter/receive data from multiple sources, including repetitive items, importing from an ERP accounting system, and bank data/transactions.
- c) The TMS shall provide the ability to import and extrapolate historical data and model historical trends and create forecasts with different parametric inputs or hypothetical projections.
- d) The TMS shall provide for the ability to create user defined income and expense categories.
- e) The TMS shall provide cash forecast reconciliation, provide reports that compare forecasts to actual bank transactions based on user defined criteria, and compare forecast to actuals, with the ability to analyze variances.
- f) The TMS shall generate forecast using multiple cash forecasting methodologies, such as regression analysis, time series/seasonal, trend analysis and other statistical methods.
- g) The TMS shall accommodate the comparison of various cash forecasting scenario analysis.
- h) The TMS shall allow user to view cash forecast at a summary level and to have the ability to drill down to the detail.
- i) The TMS shall provide the ability to enter forecasted investment purchases or hypothetical trades. The TMS shall be able to accept a forecasted investment purchase and then analyze the impact of trade and cash flow vs. current or past portfolio.
- j) The TMS shall provide the ability to display cash forecast data and reports with dashboard, KPI's, data analytics, graphs and charts.

## 7. Bank Account Analysis

- a) The TMS shall retain bank contract pricing with the flexibility to add or delete services.
- b) The TMS shall provide an integrated bank fee analysis module to calculate monthly fee variances and enable review of bank fee structures across banks.
- c) The TMS shall have the ability to import electronic bank fee statement files (Electronic Data Interchange, EDI 822) directly into the TMS.
- d) The TMS shall have the ability to import and export data files to/from the banks or other systems in BAI2, Excel, and ASCII formats.

### **C.3.3 Investment Management Requirements:**

#### 1. Manage Investment Accounts

- a) Custody accounts and investment accounts shall be setup within the TMS. Each custody account shall have the ability to be associated to a corresponding bank identification (BID), general ledger account and settlement cash account. The TMS shall be able to tag accounts as open, inactive, closed and capture comments.

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Treasury Management System

- b) Functions for investments shall include:
  - i. Provide a list of all the investment instruments.
  - ii. Provide a report with the respective investment balances.
  - iii. Ability to provide aggregate investment information based on security type, maturity, issuer exposure, and performance. This information is used to report on composition of total investment portfolio.
  - iv. Recording investments at the time of purchase at a premium or discount including the accrued interest purchase.
  - v. Ability to capture amortization, accretion of premiums, discounts, gains or losses on the investments.
2. The TMS shall be able to provide daily market rates/pricing and/or the capability to link with third party information services (e.g., Bloomberg, Reuters, or other pricing services).
3. The TMS shall provide reconciliation of the safekeeping report with the custodian bank and other investment providers and the ability to upload and download a file to and from the custodian bank.
4. The TMS shall be able to reconcile daily transactions with all custody, bank and broker dealer accounts.
5. The TMS shall provide the ability to set-up investment policy guidelines in the system. For example, the ability to establish maximum investment levels by instrument type, dollar amount, issuer, percentage of total assets and by broker/dealer/bank.
6. The TMS shall provide alerts or notifications for trades or investments that are out of compliance with the investment policy prior to executing a trade.
7. The TMS shall have the ability to track the daily interest accrual for all investment funds/instruments.
8. Investment portfolio and each individual security shall be able to be reported and measured by its maturity, weighted average maturity, daily weighted average yield against user defined benchmarks.
9. Each security shall be able to be categorized by type for reporting and be able to report on percentage of portfolio in any given category. The TMS shall have the ability to customize the grouping of categories and/or accounts.
10. The TMS shall be able to connect to independent investment portals.
11. The TMS shall provide the ability to compare the interest rates being offered by various broker dealers and investment management providers.
12. The TMS shall be able to record money transfers between funds and accounts and post to the respective general ledger accounts.
13. Functions for portfolio management shall include:

- a. Ability to manage a diverse investment portfolio which include cash equivalents, money market funds, and fixed and floating rate income securities.
- b. Real time trading, pricing and coupon bid from the broker dealers
- c. Portfolio summary and drilldown to detail.
- d. Limits monitoring and control.
- e. Risk analysis i.e. stress testing, Monte Carlo simulation, VaR, factor analysis, and yield curve assumptions.
- f. Reporting.
- g. Historical data archiving.
- h. Scenario analysis, i.e. what-if-scenarios.
- i. Ability to compare portfolio to user defined benchmarks and to target allocations.
- j. Rebalancing.
- k. Analyze past performance.
- l. Investment policy and legislative guidelines and constraints.
- m. Audit tracking.
- n. Ability to create user defined investment performance reports.

### **C.3.4 Primary Solution Requirements**

#### **C.3.4.1 Application/Software Requirements**

1. The Contractor shall provide a SaaS cloud-based, Treasury Management System (TMS) software solution.
2. The Contractor shall provide the District with their release upgrade process, allowing the District to know when a new release will be available and whether the District may elect to postpone and, if so, for how long. The Contractor shall provide confirmation when an upgrade has been successful. In the event of a postponement by the Contractor, the Contractor shall notify the District of the postponement and the reschedule date for the upgrade.
3. The TMS shall have the ability to integrate with the legacy general ledger system, R\*STARS/SOAR, and the District's future system, Oracle Cloud Financials and Budgeting System.
4. Initial implementation shall be for up to 20 users (8 primary and 12 secondary users) located in multiple business units. The difference between primary and secondary user shall be based on the access level and usage of the system. A primary (core) user is someone who will use the system on a daily basis and shall have access to the majority of the modules. A secondary (light) user is someone who will have limited access to the system and shall only have access to certain modules. Also, a secondary user shall only be able to perform specific tasks. Post implementation the TMS shall allow for more users.
5. The TMS shall have the ability to establish multiple user defined authority and multi-level approval levels for each of the modules.
6. The TMS shall provide the District with the ability to administer user accounts and assign roles and responsibilities.

7. The Contractor shall provide information system documents (e.g., administrator and user guides, architecture diagrams, etc.) to ensure configuration, installation and operation of the TMS system.
8. The Contractor shall provide documentation on the use of:
  - a. Multi-factor log-on authentication methods and procedures if the system provides for that authentication model.
  - b. Single sign-on capability authenticating users against the District's Active Directory when logging in to the TMS to use the roles and responsibilities configured for the user in the application if the system provides for this authentication model.
9. The TMS solution shall be fully operational six months from the contract award date. The Contractor shall provide a Project Plan to meet this implementation requirement and depicts the timeframe of the Contractor to provide all contract deliverable to the District.

#### **C.3.4.2 Hosting Requirements**

1. The Contractor shall provide a disaster recovery plan with details regarding the Contractor's capabilities and approach for business continuity, i.e., backing up and restoring of data, reports, bank connections, ERP interfaces, security protocols, and login procedures.
2. The Contractor shall be SOC2 Type II compliant or ISO 27001 certified. The Contractor shall provide their most recent SOC2 Type II or ISO 27001 report to the District upon contract award and shall forward the annual SOC2 Type II report update or annual ISO 27001 certificate to the District each year.
3. The Contractor's audit assertions must use a structured, industry accepted format (e.g. CloudAudit/A6 URI Ontology, CloudTrust, SCAP/CYBEX, GRC XML, ISACA's Cloud Computing Management Audit/Assurance Program, etc.).
4. The Contractor shall conduct network and application penetration tests of their cloud service infrastructure regularly as prescribed by the Threat and Vulnerability Management control (TVM-02) in CCMv3.0.1 (Cloud Controls Matrix Version 3.0.1). The Contractor shall attest that they contract with an independent vendor with relevant certification to conduct quarterly penetration testing and have policies and procedures in place to ensure that all critical test failures are remediated or mitigated by compensating controls. Once a year the Contractor shall provide the District with copies of the quarterly penetration testing results or an annual attestation of successful penetration testing results identifying any outstanding vulnerabilities as well as the corrective action plan.
5. The Contractor shall provide documentation that both internal and external audits are conducted annually. The District reserves the right to conduct an annual inspection of the data facilities to independently confirm compliance with industry best practices as identified in CCMv3.0.1.
6. The Contractor shall provide its response and contingency plan or policy to the following situations:
  - a. Downtime during standard business hours between 7 am and 6 pm for more than 2 hours.



- b. An unrecoverable loss of data.
  - c. Inability to access the system or system errors preventing users from performing normal system functions
  - d. Ability to recover and restore data within 4 business hours in the event of a system outage lasting longer than two hours.
7. The Contractor shall describe its Recovery Point Objective (RPO) and Recovery Time Objective (RTO) in its Service Level Agreement (SLA).
8. The Contractor shall provide its Service Level Agreement (SLA), which defines the performance and other operating parameters within which the infrastructure will operate to meet the District's requirements.
9. The TMS uptime shall be 99% or greater. The Contractor shall provide documentation on their standard uptime service and related Service Level Agreement (SLA) criteria.
10. The Contractor shall provide the infrastructure that supports its multiple data centers, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.
11. The Contractor shall provide the location of its primary and secondary data centers. If the distance between the centers is less than 200 miles, the Contractor shall provide documentation of processes in place to mitigate against the geographic closeness of the primary and secondary data centers to ensure continuity of services to the District.
12. The Contractor shall provide the District with documentation annually confirming that system logs are reviewed quarterly by Contractor management and/or an external auditor.
13. The Contractor shall provide affirmation that the data centers used for the TMS are within the continental US and that all support services are performed within the continental US. If the Contractor utilizes non-US facilities or support services, the Contractor shall provide documentation of the conditions upon which non-US-based activities are employed.
14. The Contractor shall provide documentation to indicate whether the District is hosted in a private cloud or shared tenant environment and shall provide details on how the District's data is safeguarded to prevent any co-mingling of data.
15. The Contractor shall provide a completed Consensus Assessments Initiative Questionnaire (CAIQ), the latest version.

#### **C.3.4.3 Incident Response Requirements**

1. The Contractor shall provide documentation of its notification process in the event of a security incident, including relating to timing and incident levels. The Contractor shall take into consideration that the District Government may have different notification requirements based on applicable laws (see DC Official Code §1-1401 et seq.) and the categorization type of the data being processed or stored.

2. The Contract shall provide the District with an Incident Report detailing the timeline of events, the root cause analysis of the event, and the corrective action plan and changes employed to mitigate exposure and to ensure the incident is not repeated, where possible.
3. The Contractor shall provide documentation that describe how the Contractor will work with the District before, during and after a Data Breach. Include information such as:
  - a. Personnel who will be involved at various stages
  - b. Response times
  - c. Process and timelines
  - d. Methods of communication and assistance and
  - e. Other information vital to understanding the service
4. The Contractor shall provide their Security Information and Event Management (SIEM) system merge data sources (e.g., app logs, firewall logs, IDs logs, physical access logs, etc.) when an incident occurs as part of the event record attached to the Incident Report.
5. The Contractor shall have a Security Incident Response Plan that complies with Infrastructure & Virtualization Security Audit Logging/ Intrusion Detection (IVS-01) in CCMv3.0.1 for legally admissible chain-of-custody, management processes and controls. The Contractor shall provide a copy of the plan to the District for its review and its records.

#### **C.3.4.4 Data Requirements**

1. The Contractor shall provide documentation on their backup or redundancy mechanisms to ensure compliance with Business Continuity Management & Operational Resilience (BCR) controls in CCMv3.0.4. Methodologies for backup shall include, but are not limited to, the following backup and restore services:
  - a. Method for data backups.
  - b. Method of server image backups.
  - c. Frequency of backups
  - d. Digital and/or physical location of backup storage.
  - e. Alternate data center strategies for primary data centers.
2. The Contractor shall provide documentation of their data disposal procedures and policies and destruction confirmation process.
3. The Contractor shall provide documentation that describe the security practices in place to secure data and applications, including threats from outside the service center as well as other customers located within the same service center.
4. The Contractor shall provide documentation that describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This shall include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to the stored data.
5. The Contractor shall provide documentation that describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

6. The Contractor shall provide documentation that describe how it intends to provide an orderly return of data back to the District of Columbia and include any description in the SLA that describes the return of data to the customer.
7. The Contractor shall provide documentation that describe the measures it takes to protect data. The documentation shall include a description of the method by which the Contractor will hold, protect, and dispose of data following the completion of any contract services.
8. The Contractor shall provide its security measures and standards (i.e. National Institute of Standards and Technology - NIST) which the Contractor has in place to secure the confidentiality of data. The Contractor shall document whether the system data is encrypted while at rest and, if not, what compensating controls are in place to limit exposure of the District's data.

### **C.3.5 Key Process Requirements**

1. The TMS shall have the ability to configure, connect to, and track bank account activity. The TMS shall provide an audit trail for all transactions.
2. The TMS shall have the ability to assign administrator and user privileges to control bank accounts, TMS business actions and electronic transactions.
3. The TMS shall have the ability to provide exception-based reporting on account balances and transactions.
4. The TMS shall have the ability to disconnect or suspend use of a bank account.
5. The TMS shall have the ability to move selected account(s) from one bank to another.
6. The TMS shall provide an audit trail for all transactions, which include, but are not limited to, bank account actions, investment transactions, communications and wire transfers. The TMS shall:
  - a. Capture detailed history of transactions and other business activities performed or captured on-line,
  - b. Keep history available on-line for at least 7 years, and
  - c. Be searchable by general business attributes and District specific attributes.
7. The TMS shall configure the Cash Position Worksheet (CPW), and provide summary with the following details:
  - a. The CPW shall consolidate and summarize all starting balances with forecast inflows and outflows to determine daily cash liquidity requirements and help plan daily cash and investment activities and transactions.

- b. The CPW shall update on request and/or automatically as scheduled (specific times or frequency of update), with actual bank activity, and immediately with relevant TMS user or system activity.
  - c. The TMS shall have the ability to create multiple CPWs.
  - d. The TMS shall have the ability to group accounts.
8. The TMS shall prepare “End of Day” Summary and the End of Day Summary shall be reconciled with the prior day on the following business day.
9. The TMS shall have the ability to create dashboard, Key Performance Indicators (KPI's), data analytics, workflows, graphs and charts.

### **C.3.6 Business Reporting Requirements**

1. The TMS shall allow users to search, view, filter, sort and report information on screen and in print using general bank, account and transaction business attributes. In addition, the TMS shall allow users to share reports among each other.
2. The TMS shall allow users to report daily, monthly, quarterly and fiscal year to date statistics on any banks, accounts, and transactions matching selected search, view, filter, sort and report attributes
3. Reports shall be available for sharing by users on-line (screen view), in print, and in Excel, CSV and pdf formats.
4. The TMS shall provide the following flexible reporting options:
  - a. Drag and drop tools for creating charts, graph and standard reports.
  - b. Real-time integration with Microsoft Office – Excel, Word, and PowerPoint.
  - c. Ability to export data to Excel, Word, and PowerPoint.
5. The TMS shall be able to configure user defined and ad hoc reports.
6. The TMS shall be able to schedule reports to be emailed for distribution to users and designated email addresses.
7. The TMS shall be able to produce reports with the same relevant content as illustrated in Attachment J.5 Report Samples.

### **C.3.7 Training and Support**

1. The Contractor shall provide a designated support account manager.
2. The TMS solution shall provide an on-line help feature that will provide user assistance on the use of the software.

3. The Customer Service Representative(s) must be available by phone or email at a minimum, from 7 A.M. to 7 P.M. Eastern Standard Time (EST) on Monday through Friday.
4. The Customer Service Representative(s) shall respond to inquiries within two (2) hours and no more than four (4) business hours.
5. The Contractor shall design a Training Plan for initial and ongoing training of the TMS solution.
6. The Contractor shall provide documentation for the TMS that describes the use, operation, maintenance, and design of the system, by the use of manuals, listings, diagrams and other hard and/or soft copy written materials.

### **C.3.8 Debt Management Module**

1. The Contractor shall provide a debt management module that supports the District's short-term and long-term borrowings. The debt module shall provide the reporting and analysis to support borrowing decisions, and include integrated functionality to manage the transaction workflows, update positions and manage the interest and principal payments. The debt module shall have the ability to handle a variety of instrument types and structures, including but not limited to:
  - a. Senior and subordinated bonds
  - b. Commercial paper
  - c. Fixed and floating rate notes
  - d. Securities with floating/amortizing/sinking principal schedules
  - e. The debt module shall have the ability to:
    - a. Calculate and process all principal and interest payments.
  - f. Enforce debt limits and covenant compliance
  - g. Connect to third party market data feeds to provide market-to-market pricing and sensitivities on all debt activity
  - h. Generate debt schedules and debt covenant compliance reports
  - i. Create a payment calendar
  - j. Integrate debt transactions with cash forecasting to assess debt repayment capacity and debt issuance needs
  - k. Amortize premium/discount, issuance fees, calculate interest accrual, amortize loss/gain on re-acquired debt
  - l. Export reports to Excel
  - m. Generate GL entries
  - n. Create customized reports
3. The debt module shall be provided at the request and discretion of the District. The cost for the debt module shall be in accordance with Section B, Price Schedule.



## SECTION D

### PACKAGING AND MARKING

#### D.1 PACKAGING

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

#### D.2 MARKING

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

## SECTION E

### INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES

#### E.1 INSPECTION

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

E.1.2 RESERVED

E.1.3 Inspection of Services

(a) "Services" as used in this clause include services performed, workmanship, and material furnished or utilized in the performance of the Services.

(b) The Contractor shall provide and maintain support for the services in accordance with Contract Attachment J.11 KYRIBA GLOBAL ONLINE HOSTING SERVICE LEVEL AGREEMENT Version of March 20, 2019 (the "SLA").

(c) If any of the services do not conform to the contract requirements, the District will contact Contractor in accordance with the provisions set forth in the SLA. If the Contractor fails to promptly remedy the matter, the District will issue Contractor a breach of warranty notice pursuant to Section E.3 below.

(d) The District has the right to inspect and test services called for by the Contract, to the extent practicable at all times during the term of the Contract. The District will perform inspections and tests in a manner that will not unduly delay the work.

(e) 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.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. The COTR will acceptance or reject products or services within 10 days of receipt of a corresponding invoice from the Contractor.

#### 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:

Contract No. CFOPD-19-C-047  
Treasury Management System

**(A) THE WARRANTY PROVISIONS OF THE CONTRACTORS' LIMITED WARRANTY (SECTION 8 OF ATTACHMENT J.8, KYRIBA CORP. - TERMS AND CONDITIONS FOR ONLINE CLOUD SERVICES) SHALL APPLY.**

## SECTION F

### PERIOD OF PERFORMANCE AND DELIVERABLES

#### F.1 TERM OF CONTRACT

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

#### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.2.1 The District may extend the term of this contract for a period of four, one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The District will provide Contract with ninety (90) days prior written notice of its intent to extend the term of this contract for a successive one-year period.
- F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3 The price for the option period shall be as specified in the Section B of the contract.
- F.2.4 The District will provide the Contractor with ninety (90) days prior written notice of its intent to extend the term of this contract for a successive one-year period.

#### F.3 DELIVERABLES

- F.3.1 The Contractor shall perform the activities and services set forth in Section C and submit each deliverable to the COTR identified in Section G.
- F.3.2 If applicable to the services performed by Contractor for the District hereunder, the Contractor shall submit to the District, as a deliverable, the report described in Section I.31 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement (the "Report"). If the 51% District Residents New Hires Requirements and First Source Employment Agreement is not applicable to Contractor's performance of the services hereunder, then Contractor shall not be required to submit to the District the Report. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.6. For clarity, the provision of the services set forth in Section C do not require Contractor to provide the District with the Report.

## SECTION G

### CONTRACT ADMINISTRATION

#### G.1 CONTRACT ADMINISTRATORS

**(a) Contracting Officer**

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

Drakus Wiggins  
Contracting Officer  
1100 4<sup>th</sup> St. SW Suite E610  
Washington, DC 20024  
Telephone: (202) 442-7121  
Fax: 202-442-6454  
E-mail address: drakus.wiggins@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:

Sarah Jacobus  
Cash and Investment Manager  
Office of Finance and Treasury  
1101 4th Street, SW, Suite 850 West, Washington, DC 20024  
Office: 202.727.2469  
Fax: 202.727.2955  
E-mail: sarah.jacobus@dc.gov

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

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

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

## **G.2 INVOICE PAYMENT**

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

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

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

### **G.3 INVOICE SUBMITTAL**

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

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

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

### **G.4 THE QUICK PAYMENT PROVISIONS**

G.4.1 Interest and 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.*, 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 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 15th day after the required payment date for any other item.

G.4.1.2 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 a contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, 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 any lower-tier subcontractor or supplier 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 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 15th day after the required payment date for any other item.

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 of Columbia is a party. The District of Columbia 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.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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



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

- G.6.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final requests for payment shall be accompanied by the report or a waiver of compliance pursuant to Section I.31.
- G.6.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement requirements.

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 STAFFING

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

#### H.2 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer in consultation with the COTR. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder, including any work conducted by a subcontractor. This provision explicitly excludes ancillary telecommunication services, postal/transport services, and other services not directly related to the principal service of the Contract.

#### H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

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

- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
- (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

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

### H.3.2

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

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

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

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

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

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

H.3.7 A Beneficiary shall submit within 15 days of contract award, to the Contracting Officer, project manager, District of Columbia Auditor and the Director of the Department of Small and Local

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

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

- H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, project manager and the District of Columbia Auditor to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.
- H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.

#### H.3.12 Waiver of Subcontracting Requirements

- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
- (b) Prior to submission of bids or proposals, the Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request with to the point of contact on Page 1 of this solicitation, to the attention of the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary’s efforts to secure involvement by Certified Business Enterprises, no later **than October 17, 2018**. The Contracting Officer

will, in turn, use the Beneficiary's information to submit a waiver request to the Director of the Department of Small and Local Business Development.

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

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

- (a) The number of certified business enterprises, if any, qualified to perform the elements of the work that comprise the project;

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- (b) A summary of the market research or outreach conducted to analyze the relevant market; and
- (c) The consideration given to alternate methods for acquiring the work to be subcontracted in order to make the work more amenable to being performed by certified business enterprises.

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

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

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

H.3.16 Notice of Approved Waiver

A waiver has been approved by the Director of the Department of Small and Local Business Development for the base period of the resultant contract. Therefore, Section H.3.3, requirement to submit a subcontracting plan as part of a Beneficiary’s bid or proposal, IS NOT applicable. However, the certified business enterprise subcontracting requirements of Section H.3 IS applicable to option periods, if exercised, for Beneficiaries of all non-construction

contracts for government-assisted projects in excess of \$250,000, unless a waiver for said option period has been approved in advance by the Director of the Department of Small and Local Business Development.

#### **H.4 WARRANTIES**

- H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
- H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.
- H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.
- H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.
- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.
- H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.
- H.4.7 The Contractor warrants and agrees that all services provided by it under the Contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.
- H.4.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this Contract without the express written consent of the District.
- H.4.9 RESERVED
- 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. To that end, upon the District's written request, Contractor will grant the District limited access to the services for the sole purpose of permitting the District to retrieve its data, provided that the District has paid in full all good faith undisputed amounts owed to Contractor.

## **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. All such background investigations will be in compliance with applicable law and with regards solely to the scope of this contract.
- 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. All such requirements will be in compliance with applicable law and with regards solely to the scope of this contract.



**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. The Contractor shall, to the extent commercially reasonable and permitted by applicable laws, provide the CO with prior notice of diverting any of the specified key personnel for any reason. Contractor shall submit to the District proposed substitutions for the diverted key personnel to permit evaluation upon impact of the contract. The District and Contractor shall work in good faith to find a suitable replacement for the diverted key personnel. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

**H.9 ADVISORY AND ASSISTANCE SERVICES**

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

## SECTION I

### CONTRACT CLAUSES

#### **I.1 LAWS AND REGULATIONS INCORPORATED BY REFERENCE**

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

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

#### **I.2 WAIVER**

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

### **I.3 INDEMNIFICATION**

I.3.1 The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all third party claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), to the extent resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

I.3.2 The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

### **I.4 TRANSFER**

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract. The Contractor may transfer to a Transferee the Contract as an asset of the Contractor by virtue of terms of a legal transaction, such as an acquisition of all of the Contractor's assets, between the Contractor and the Transferee and the District and the Contractor agree that the Transferee will assume all obligations and liabilities of the Contractor under the Contract by virtue of the legal transfer.

### **I.5 TAXES**

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

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

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

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

## **I.6 OFFICIALS NOT TO BENEFIT**

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

## **I.7 DISPUTES**

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

- (a) **Claims by a Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The Contractor’s claim shall contain at least the following:
- (i) A description of the claim and the amount in dispute;

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

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

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

## **I.8 CHANGES**

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section I.7 Disputes.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
  - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within twenty (20) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

**I.9 TERMINATION FOR DEFAULT**

- A. The District may, subject to the provisions of paragraph C., below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified within the project work plan or any extension thereof; or (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of fifteen (15) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- B. In the event the District terminates this contract in whole or part as provided in paragraph A. above, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated; and the Contractor shall be liable to the District for any excess costs for similar supplies or services, provided that any such costs are limited in accordance with the limitation of liability provision set forth in Section 9 of Attachment J.8, KYRIBA CORP. TERMS AND CONDITIONS FOR ONLINE CLOUD SERVICES (Limitation of Liability). Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.
- C. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called “manufacturing materials”) as the Contractor has specifically produced or specifically acquired for the District, and expressly designated as work-product deliverable(s) in the Statement of Work, for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price.



Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

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

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

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

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

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

termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) To the extent that Contractor expressly commits to and creates any work-product deliverable(s) pursuant to a Statement of Work, as directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

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

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

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

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

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

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

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

(2) The total of :

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

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

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

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

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

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

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

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

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

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

- (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
- (2) Any claim which the District has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

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

- (k)
- (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
  - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

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

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

A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

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

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

(A) Any provision of the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq., or

(B) The contract provision against contingent fees.

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

C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law. All such action afforded by this Clause will be in compliance with applicable law and with regards solely to the scope of this contract.

#### **I.12 EXAMINATION OF THE BOOKS**

I.12.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. Contractor and the District shall mutually agree to the timing, and duration of any such inspection, review, or audit by Federal, District, or other personnel duly authorized by the

Contracting Officer, provided that any other personnel or agency comply with Contractor's security and confidentiality requirements and obligations.

I.12.2 The Contracting Officer, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract.

**I.13 NON-DISCRIMINATION CLAUSE**

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

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

- (a) employment, upgrading or transfer;
- (b) recruitment or recruitment advertising;

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

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

Definitions:

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

- A. **Applicability.** To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29CFR 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C, 29 CFR 4.
- B. **Compensation:** (i) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary’s authorized representative, as specified in any attachments to this contract; (ii) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation for final determination to the Office of Government Contract Wage Standards, Wage and Hour Division Employment Standards Administration (ESA), and the Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation. (iii) If the term of this contract is more than one (1) year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every two (2) years under wage determinations issued by ESA.
- C. **Minimum Wage.** In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligations to pay a higher wage to any employee.



- D. **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c (b) apply or unless the Secretary of Labor or the Secretary's authorized representative - (i) Determines that the agreement under the predecessor was not the result of arms-length negotiations, or (ii) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality.
- E. **Notification to Employees.** The Contractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the work site, using such poster as may be provided by the Department of Labor.
- F. **Safe and sanitary working conditions.** The Contractor shall not permit services called for by this contract to be performed in building or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- G. **Records.** The Contractor shall maintain for three (3) years from the completion of the work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
- (i) For each employee subject to the Act –
    - (a) Name and address;
    - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided;
    - (c) Rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
    - (d) Daily and weekly hours worked; and
    - (e) Any deductions, rebates, or refunds from total daily and weekly compensation.
  - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the

interested parties or by ESA under the terms of paragraph (B)(iii) of this clause. A copy of the report required by paragraph (D) of this clause will fulfill this requirement.

- H. **Withholding of Payments and Termination of Contract:** The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.
- I. **Contractor's Report:** (i) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph C. of this clause. (ii) If wages to be paid or fringe benefits to be furnished any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.
- J. **Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (i) In accordance with regulations issued under Section 14, of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA(29 CFR 520, 521, 524 and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act. (ii) The Administrator will issue certificates under the Act for employing apprentices, and student learners, disabled persons, or disabled clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of minimum wages, but without changing requirements concerning fringe benefits for supplementary cash payments in lieu of these benefits; (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528; and (iv) an employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) of the Act or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

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

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

**I.16 NON-DISCLOSURE AGREEMENT**

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

**I.17 GOVERNMENT PROPERTY**

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

**I.18 RIGHTS IN DATA**

**A. Definitions**

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

data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products. Contractor's services (including software, software application, computer code and programs, systems architecture, structure, organization and source code of the software as a service platform, the selection, compilation and analysis of all data in the software as a service platform and all derivatives and improvements thereof) constitute the sole and exclusive property of Contractor or its licensors and suppliers.

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

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

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

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

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

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

vested in Contractor or its licensors or suppliers. Except for the limited license granted herein, the District does not claim and shall not assert any right, title, or interest, or other ownership or proprietary rights, in or to the services or other intellectual property provided by Contractor.

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

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

**D. RESERVED**

**E. RESERVED**

**F. Indemnification and Limitation of Liability**

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, arising out of any claim or allegation by a third party (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data. This clause should not apply to any data provided by the District.

**I.19 PATENTS**

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

**I.20 RESEVED**

**I.21 APPROPRIATION OF FUNDS**

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

(2001), as the foregoing statutes may be amended from time to time. Any expenditures under the contract in excess of the encumbered budget authority are subject to appropriation or additional budget authority.

**I.22 MULTIYEAR CONTRACT**

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

**I.23 RESERVED**

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

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

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

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

**I.26 RESERVED**

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

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

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

The District of Columbia’s Freedom of Information Act, at D.C. Official Code § 2-532 (a)(3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.1 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility

receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records, which shall exclude any documents that are marked as confidential. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**I.29 RESERVED**

**I.30 INSURANCE**

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

Contractor's commercial general liability policies shall include the Government of the District of Columbia as an additional insured and shall contain a waiver of subrogation.

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

4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
5. Cyber Liability Insurance - The Contractor shall provide Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

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

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

F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall



provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should his insurance coverages renew during the contract.

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

**The Government of the District of Columbia**

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

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

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

- I.31.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- I.31.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
  - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- I.31.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- I.31.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- I.31.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- I.31.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

- I.31.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- I.31.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- I.30.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Section I.7.
- I.31.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**I.32 COVENANT AGAINST CONTINGENT FEES**

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

**I.33 HEALTH AND SAFETY STANDARDS**

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

**I.34 FORCE MAJEURE**

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

**I.35 GOVERNING LAW**

This contract shall be governed by, and construed in accordance with, the laws of the District of Columbia, including, but not limited to, the District of Columbia Procurement Practices

Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. and D.C. MUN. REGS. tit. 27.

**I.36 ORDER OF PRECEDENCE**

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

- (1) Contract
- (2) Contract Attachments
- (3) BAFO (in order of the most recent to earliest)
- (4) Contractor Proposal

**SECTION J**  
**ATTACHMENTS**

The following Attachments are hereby incorporated:

- J.1 U.S. Department of Labor Wage Determination No. 2015-4281, Revision 13, Dated 04/25/2019
- J.2 Bidder/Offeror Certifications
- J.3 Treasury Current Workflow Process
- J.4 Banking Suppliers to the District
- J.5 Report Examples
- J.6 Supplemental Information
- J.7 Doing Business with Integrity
- J.8 KYRIBA CORP. TERMS AND CONDITIONS FOR ONLINE CLOUD SERVICES
- J.9 Order Schedule: SaaS Services dated 05-01-2019
- J.10 Order Schedule: Consulting Services dated 05-01-2019
- J.11 KYRIBA GLOBAL ONLINE HOSTING SERVICE LEVEL AGREEMENT Version of March 20, 2019
- J.12 Acceptable Use Policy Last updated: January 17, 2018
- J.13 KYRIBA PROFESSIONAL SERVICES STATEMENT OF WORK Customer Name:  
Government of District of Columbia Document Version: v2

WD 15-4281 (Rev.-13) was first posted on www.wdol.gov on 04/30/2019

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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.: 13
		Date Of Revision: 04/25/2019

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

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.95
01012 - Accounting Clerk II		21.28
01013 - Accounting Clerk III		23.81
01020 - Administrative Assistant		34.06
01035 - Court Reporter		24.02
01041 - Customer Service Representative I		14.94
01042 - Customer Service Representative II		16.81
01043 - Customer Service Representative III		18.33
01051 - Data Entry Operator I		16.64
01052 - Data Entry Operator II		18.16
01060 - Dispatcher, Motor Vehicle		19.84
01070 - Document Preparation Clerk		17.75
01090 - Duplicating Machine Operator		17.75
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		16.71
01191 - Order Clerk I		15.29
01192 - Order Clerk II		16.68
01261 - Personnel Assistant (Employment) I		18.87
01262 - Personnel Assistant (Employment) II		21.11
01263 - Personnel Assistant (Employment) III		23.52
01270 - Production Control Clerk		25.59
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	17.73
01410 - Supply Technician	34.06
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.56
01531 - Travel Clerk I	16.28
01532 - Travel Clerk II	17.50
01533 - Travel Clerk III	18.79
01611 - Word Processor I	17.16
01612 - Word Processor II	19.27
01613 - Word Processor III	21.56
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	23.78
05040 - Automotive Glass Installer	22.39
05070 - Automotive Worker	22.39
05110 - Mobile Equipment Servicer	19.26
05130 - Motor Equipment Metal Mechanic	25.04
05160 - Motor Equipment Metal Worker	22.39
05190 - Motor Vehicle Mechanic	25.04
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.39
05310 - Painter, Automotive	23.78
05340 - Radiator Repair Specialist	22.39
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	25.04
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	15.92
07042 - Cook II	18.51
07070 - Dishwasher	12.39
07130 - Food Service Worker	11.88
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	11.34
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.64
11060 - Elevator Operator	13.50
11090 - Gardener	19.77
11122 - Housekeeping Aide	13.50
11150 - Janitor	13.50
11210 - Laborer, Grounds Maintenance	14.75
11240 - Maid or Houseman	13.12
11260 - Pruner	13.08
11270 - Tractor Operator	18.08
11330 - Trail Maintenance Worker	14.75
11360 - Window Cleaner	15.22
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.49
12012 - Certified Occupational Therapist Assistant	33.40
12015 - Certified Physical Therapist Assistant	27.29

12020 - Dental Assistant	22.82
12025 - Dental Hygienist	45.97
12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	19.82
12072 - Licensed Practical Nurse II	22.17
12073 - Licensed Practical Nurse III	24.71
12100 - Medical Assistant	17.99
12130 - Medical Laboratory Technician	22.97
12160 - Medical Record Clerk	18.96
12190 - Medical Record Technician	21.21
12195 - Medical Transcriptionist	20.67
12210 - Nuclear Medicine Technologist	40.09
12221 - Nursing Assistant I	11.91
12222 - Nursing Assistant II	13.39
12223 - Nursing Assistant III	14.61
12224 - Nursing Assistant IV	16.41
12235 - Optical Dispenser	23.25
12236 - Optical Technician	19.12
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	19.00
12305 - Radiologic Technologist	34.88
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	28.97
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.07
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	33.44
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	38.84
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	35.07
13058 - Library Technician	20.89
13061 - Media Specialist I	25.31
13062 - Media Specialist II	28.32
13063 - Media Specialist III	31.55
13071 - Photographer I	18.32
13072 - Photographer II	20.79
13073 - Photographer III	26.04
13074 - Photographer IV	31.52
13075 - Photographer V	37.14
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	27.27
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		38.69
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		39.20
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		32.93
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		49.06
15086 - Maintenance Test Pilot, Rotary Wing		49.06
15088 - Non-Maintenance Test/Co-Pilot		49.06
15090 - Technical Instructor		29.67
15095 - Technical Instructor/Course Developer		36.30
15110 - Test Proctor		23.96
15120 - Tutor		23.96
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		13.81
16030 - Counter Attendant		13.81
16040 - Dry Cleaner		16.94
16070 - Finisher, Flatwork, Machine		13.81
16090 - Presser, Hand		13.81
16110 - Presser, Machine, Drycleaning		13.81
16130 - Presser, Machine, Shirts		13.81
16160 - Presser, Machine, Wearing Apparel, Laundry		13.81
16190 - Sewing Machine Operator		17.81
16220 - Tailor		18.68
16250 - Washer, Machine		15.14
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.18
19040 - Tool And Die Maker		31.49
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.25
21030 - Material Coordinator		25.59
21040 - Material Expediter		25.59
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		20.25
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		14.12
21150 - Stock Clerk		18.82
21210 - Tools And Parts Attendant		20.25
21410 - Warehouse Specialist		20.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		38.52
23019 - Aircraft Logs and Records Technician		28.93
23021 - Aircraft Mechanic I		36.58
23022 - Aircraft Mechanic II		38.52
23023 - Aircraft Mechanic III		40.41
23040 - Aircraft Mechanic Helper		25.67
23050 - Aircraft, Painter		34.74
23060 - Aircraft Servicer		28.93
23070 - Aircraft Survival Flight Equipment Technician		34.74



23080 - Aircraft Worker	30.76
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	30.76
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	36.58
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.92
23125 - Cable Splicer	34.63
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	28.88
23181 - Electronics Technician Maintenance I	30.70
23182 - Electronics Technician Maintenance II	32.60
23183 - Electronics Technician Maintenance III	34.33
23260 - Fabric Worker	23.31
23290 - Fire Alarm System Mechanic	25.71
23310 - Fire Extinguisher Repairer	21.47
23311 - Fuel Distribution System Mechanic	32.57
23312 - Fuel Distribution System Operator	25.56
23370 - General Maintenance Worker	22.30
23380 - Ground Support Equipment Mechanic	36.58
23381 - Ground Support Equipment Servicer	28.93
23382 - Ground Support Equipment Worker	30.76
23391 - Gunsmith I	21.47
23392 - Gunsmith II	24.96
23393 - Gunsmith III	27.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.90
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.44
23430 - Heavy Equipment Mechanic	28.32
23440 - Heavy Equipment Operator	23.39
23460 - Instrument Mechanic	30.07
23465 - Laboratory/Shelter Mechanic	26.51
23470 - Laborer	14.98
23510 - Locksmith	28.14
23530 - Machinery Maintenance Mechanic	28.87
23550 - Machinist, Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	30.07
23592 - Metrology Technician II	31.67
23593 - Metrology Technician III	33.22
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	28.47
23810 - Plumber, Maintenance	27.04
23820 - Pneudraulic Systems Mechanic	27.91
23850 - Rigger	28.23
23870 - Scale Mechanic	24.96
23890 - Sheet-Metal Worker, Maintenance	26.09
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	31.34
23932 - Telecommunications Mechanic II	33.00
23950 - Telephone Lineman	33.81
23960 - Welder, Combination, Maintenance	24.34
23965 - Well Driller	22.91
23970 - Woodcraft Worker	27.91
23980 - Woodworker	21.47
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05

24570 - Child Care Attendant	13.72
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	12.99
24620 - Family Readiness And Support Services Coordinator	20.05
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.55
25040 - Sewage Plant Operator	25.77
25070 - Stationary Engineer	33.55
25190 - Ventilation Equipment Tender	23.62
25210 - Water Treatment Plant Operator	25.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83
27007 - Baggage Inspector	17.28
27008 - Corrections Officer	26.85
27010 - Court Security Officer	28.44
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	26.85
27070 - Firefighter	30.03
27101 - Guard I	17.28
27102 - Guard II	20.57
27131 - Police Officer I	30.76
27132 - Police Officer II	34.19
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.62
28042 - Carnival Equipment Repairer	14.88
28043 - Carnival Worker	9.85
28210 - Gate Attendant/Gate Tender	15.74
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.62
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	33.39
29020 - Hatch Tender	33.39
29030 - Line Handler	33.39
29041 - Stevedore I	31.17
29042 - Stevedore II	35.46
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.35
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.89
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.93
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	27.17
30051 - Cryogenic Technician I	29.70
30052 - Cryogenic Technician II	32.81
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.93
30095 - Evidence Control Specialist	26.82
30210 - Laboratory Technician	25.68
30221 - Latent Fingerprint Technician I	34.60
30222 - Latent Fingerprint Technician II	38.22
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	32.81
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	32.81
30461 - Technical Writer I	27.08
30462 - Technical Writer II	33.13
30463 - Technical Writer III	40.08
30491 - Unexploded Ordnance (UXO) Technician I	27.56
30492 - Unexploded Ordnance (UXO) Technician II	33.34
30493 - Unexploded Ordnance (UXO) Technician III	39.96
30494 - Unexploded (UXO) Safety Escort	27.56
30495 - Unexploded (UXO) Sweep Personnel	27.56
30501 - Weather Forecaster I	29.70
30502 - Weather Forecaster II	36.13
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.34
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.66
31260 - Parking and Lot Attendant	12.79
31290 - Shuttle Bus Driver	17.12
31310 - Taxi Driver	14.64
31361 - Truckdriver, Light	17.12
31362 - Truckdriver, Medium	18.58
31363 - Truckdriver, Heavy	21.87
31364 - Truckdriver, Tractor-Trailer	21.87
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.26
99030 - Cashier	11.43
99050 - Desk Clerk	13.77
99095 - Embalmer	33.76
99130 - Flight Follower	27.56
99251 - Laboratory Animal Caretaker I	13.24
99252 - Laboratory Animal Caretaker II	14.47
99260 - Marketing Analyst	35.01
99310 - Mortician	34.10
99410 - Pest Controller	20.07
99510 - Photofinishing Worker	14.85
99710 - Recycling Laborer	21.84
99711 - Recycling Specialist	26.77
99730 - Refuse Collector	19.37
99810 - Sales Clerk	12.20
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	27.60
99831 - Surveying Aide	17.15
99832 - Surveying Technician	26.22
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

99842 - Vending Machine Repairer Helper

15.48

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

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

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

\*\* UNIFORM ALLOWANCE \*\*

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

following standards as compliance:

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

**BIDDER/OFFEROR CERTIFICATION FORM****COMPLETION**

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

**RESPONSES**

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

**GENERAL INSTRUCTIONS**

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.

**SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION**

*Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).*

**PART 1: BIDDER/OFFEROR INFORMATION**

Legal Business Entity Name: Kyriba Corp.	Solicitation #: CFOPD-18-R-043	
Address of the Principal Place of Business (street, city, state, zip code) 9620 Towne Centre Drive, Suite 250, San Diego, CA 92121	Telephone # and ext.: 858 210 3560	Fax #: 858 210 3561
Email Address: info-usa@kyriba.com	Website: www.kyriba.com	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

<input checked="" type="checkbox"/> Corporation (including PC)	Date of Incorporation: 1/11/2000
<input type="checkbox"/> Joint Venture	Date of Organization:
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:
<input type="checkbox"/> Nonprofit Organization	Date of Organization:
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:
<input type="checkbox"/> Sole Proprietor	How many years in business?:
<input type="checkbox"/> Other	Date established?:

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?  Yes  No

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

State Delaware Country USA

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

- (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or See attached Notice of Business Tax Registration  
 (b) Explain its exemption from the requirement.

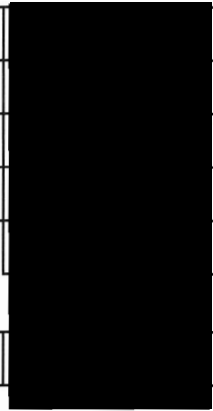
**PART 2: INDIVIDUAL RESPONSIBILITY**

*Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).*



Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

- 2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?
- 2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?
- 2.3 Been proposed for suspension or debarment?
- 2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?
- 2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:
  - (a) Any business-related activity; or
  - (b) Any crime the underlying conduct of which was related to truthfulness?
- 2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?



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



**PART 4: CERTIFICATES AND LICENSES**

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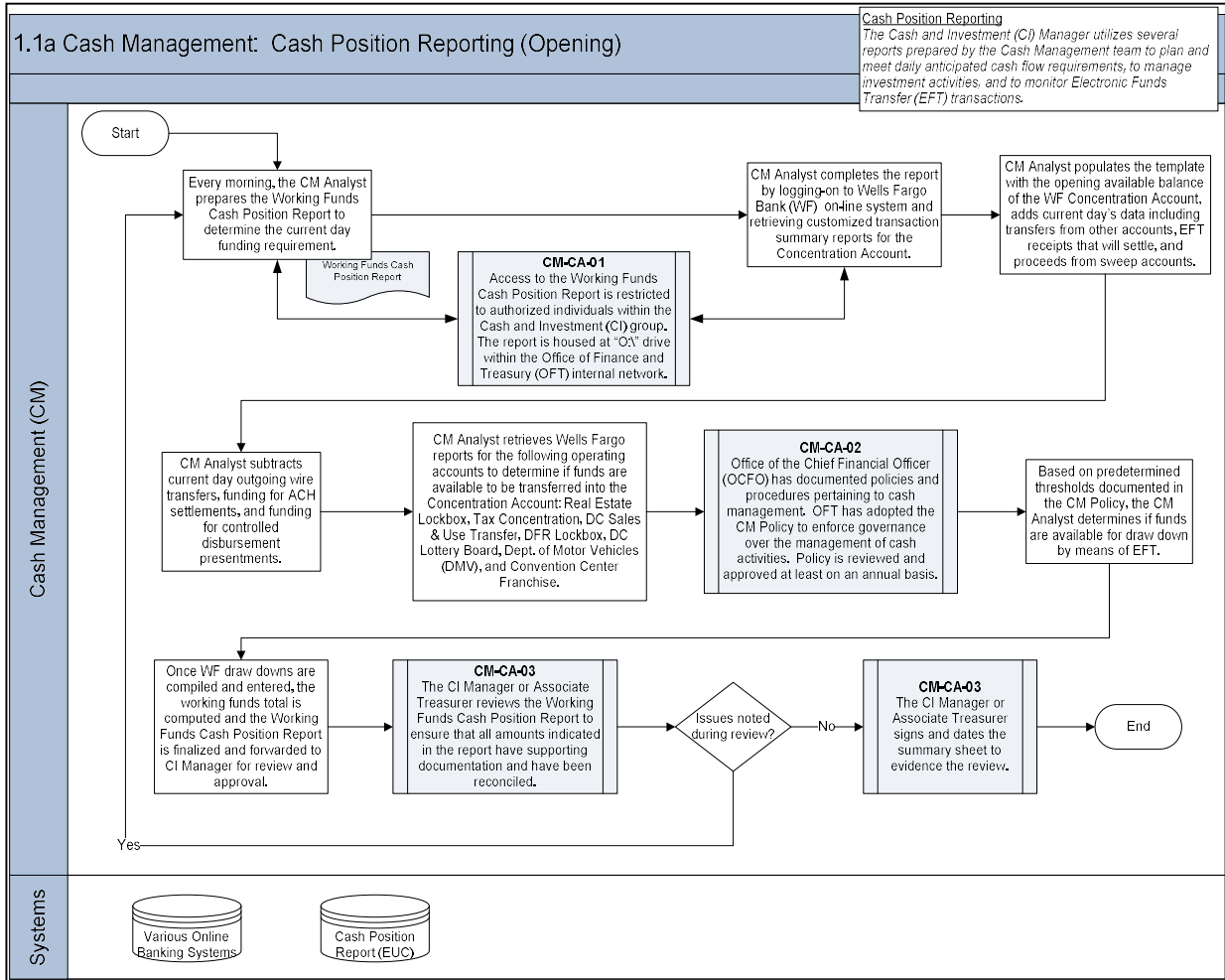




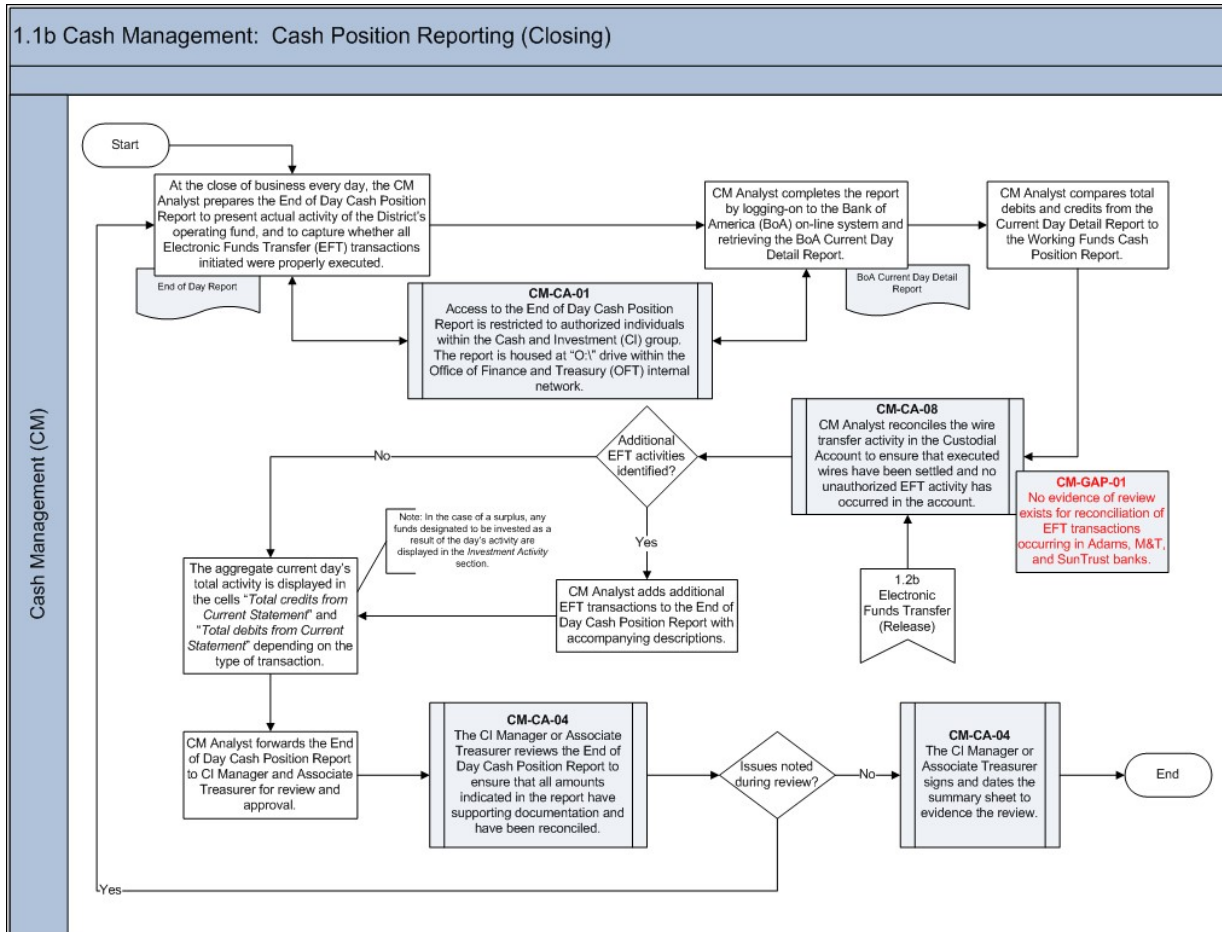


# Attachment J.3 Treasury Current Workflow Process

## Beginning of Day Report



# End of Day Report



## **Attachment J.4 Banking Suppliers to the District**

Top 8 banks are highlighted in yellow and listed by # of accounts. The total accounts for the 8 banks are 382 out of 413 open accounts, representing 92% of all open accounts.

206 DDA, Wells Fargo Bank

86 DDA, Bank of New York and Bank of New York Mellon

20 DDA, Citibank, N.A.

20 DDA, Industrial Bank

19 DDA, U.S. Bank

11 DDA, PNC Bank

10 DDA, Bank of America

10 DDA, TD Bank

4 DDA, Colombo Bank

4 DDA, United Bank

3 DDA, City First Bank of DC

3 DDA, M&T Bank

3 DDA, National Capital

2 DDA, Eagle Bank

2 DDA, Premier Bank

2 DDA, SunTrust Bank

1 DDA, BB&T

1 DDA, Carolina Premier Bank

1 DDA, First National Bank

1 DDA, Merrill Lynch / Bank of America

1 DDA, Revere Bank

1 DDA, Stifel Bank

1 US Treasury Account for DC Unemployment

1 Wells Fargo Securities





# End of Day Cash Worksheet Example

Office of Finance and Treasury		
End of Day Cash Position		
		Tue 6/19/18
<b>WELLS FARGO CONCENTRATION - Credits</b>		
Concentration Account ( IntraDay Opening Available Balance @ WF)	\$	5,832,866.57
DMV Lockbox Transfer - 30853549 - CitiBank(Current / Closing Avail. Bal)		-
Third Party EFT Transfer - 30918939 - CitiBank(Current / Closing Avail. Bal)		14,000,000.00
HEPRA Lockbox - 30954665 - CitiBank(Current / Closing Avail. Bal)		-
DC Income Tax Revenues		-
ACH Credits		4,874,361.38
Commercial DEPOSITS / Credit Adjustments/Cash Letter Credit		-
<b>Credit Totals</b>	<b>\$</b>	<b>18,874,361.38</b>
Wells Fargo Transfers - 2000034059588 - Real Estate		-
Wells Fargo Transfers - 2000034513723 - Sales and Use District		-
Wells Fargo Transfers - 2066700455227 - Lottery		-
Wells Fargo Transfers - 2066701592736 - Personal Property		-
Wells Fargo Transfers - 4122766090 - DC Taxicab Commission		-
Wells Fargo Sweep - 2000043154623 - Grant Funds(ZBA)		83,545.77
Additional Receipts -		-
Additional Receipts -		-
Additional Receipts -		-
Additional Receipts -		-
<b>Total Credits</b>	<b>\$</b>	<b>24,790,773.72</b>
Investment Redemption		38,000,000.00
<b>Subtotal</b>	<b>\$</b>	<b>62,790,773.72</b>
Minus Opening Balance		5,832,866.57
<b>AM Total Credits</b>	<b>\$</b>	<b>56,957,907.15</b>
<b>Total Credits from Current statement</b>	<b>\$</b>	<b>57,044,317.51</b>
<b>Difference (Projected Credits vs Current Statement)</b>	<b>\$</b>	<b>(86,410.36)</b>
<b>Total PM Credits</b>		
Deposit Correction Credit	\$	169,956.13
Commercial DEPOSITS		-
CASH LETTER CREDIT		169,956.13
		-
		-
		-
		-
<b>PM Daily Credit check (should net to zero)</b>	<b>\$</b>	<b>(0.00)</b>
<b>Debits</b>		
PAYROLL GROUP 1	\$	24,375,326.36
PAYROLL GROUP 2		-
PAYROLL GROUP 6		-
GROUP 7 PAYROLL/TAXES		-
GROUP 7 Offcycle		-
TAXES GROUP 1 BID 133		-
TAXES GROUP 2 BID 133		-
TAXES GROUP 6 BID 133		-
GROUP 3 PAYROLL/TAXES- BID 187		473,819.35
GROUP 3 OFFCYCLE - BID 187		4,769.33
PAYROLL - OFFCYCLE - Grps 1 2 & 6		323,785.38
PAYROLL - OFFCYCLE - Grps 5		3,381.10
PAYROLL GROUP 5 ANNUITY BENEFITS BID 21C		-
PAYROLL GROUP 5 ACH BENF ANNUIT BID 21C		-
TAXES GROUP 5 BID 21C		-
TAXES GROUP 5 BID 22C MD		-
TAXES GROUP 5 BID 22C VA		-
Wells Fargo Controlled Disbursements (2079900624078)		11,923,106.56
Wells Fargo Medicaid Disbursements (2079900583711)		746,632.37
WF Unclaimed Property Disbursements (2079900583724)		17,843.21
ACH Payments (2066700456213)		21,279,040.04
EBT (Other) (4247810888)		37,488.11
Tax Refund Account (2079900022832)		124,806.33
SITLP/ MD Tax Offset (2079900022832 Tax Refund Act)		-
Disability Compensation (4120130984)		-
DEPOSIT CORRECTION DEBIT		-
Coin & Currency Debit		-
OTHER - Eastern Market Bid 296		2,080.14
OTHER -		-
OTHER -		-
OFOS -		-
OFOS -		-
OFOS -		-
OFOS -		-
PO -		-
PO -		-
PO -		-
PO -		-
<b>Total Debits:</b>	<b>\$</b>	<b>59,312,078.28</b>
Investment Made		-
<b>Subtotal</b>	<b>\$</b>	<b>59,312,078.28</b>
<b>Total Debits</b>	<b>\$</b>	<b>59,312,078.28</b>
<b>Total Debits from Current statement</b>	<b>\$</b>	<b>59,312,078.28</b>
<b>Difference (Projected Debits vs Current Statement)</b>	<b>\$</b>	<b>-</b>
<b>Total PM Debits</b>		
Coin and Currency Debit	\$	-
Deposit Correction Debit		-
		-
		-
<b>Afternoon DEBITS omitted from bank statement</b>		-
CASH/CHECKS		-
		-
<b>PM Debit Check (should net to zero)</b>	<b>\$</b>	<b>-</b>
<b>Balance after Position</b>		
PM Credits	\$	3,478,695.44
PM Debits		169,956.13
<b>Balance after PM Transactions</b>	<b>\$</b>	<b>3,648,651.57</b>

Authorized by Cash & or Investment Manager, Associate Treasurer, or Treasurer: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Cash & or Investment Manager, Associate Treasurer, or Treasurer: \_\_\_\_\_ Date \_\_\_\_\_

Office of the Chief Financial Officer		6/19/2018
Office of Finance and Treasury		
CURRENT DAY TRANSFERS (Non-Concentration Account)		
UI Daily Draw to U10, Bid 109	\$	1,665,784.00
UI Lockbox Account to DC UIP Benefit		-
UI IRS Overpayment to UI Lockbox		-
DMV to CCU		2,057,408.31
CCU to DMV		28,447.00
CCU to Disbursing		427,362.54
UMC to CCU	\$	16,955.36

## EFT Log Example

<u>WIRE / EFT</u>	<u>AGENCY</u>	<u>AMOUNT</u>	<u>DATE RECEIVED</u>	<u>EXECUTION DATE</u>	<u>CHECKED W/ DAILY REPORT</u>	<u>DATE TO EXECUTE</u>
UI Benefit Payment Account	EDRC	\$ 99,608.00	10/25/2010	10/25/2010	Yes	
Off-Cycle Payroll	OPRS	\$ 68,931.42	10/25/2010	10/25/2010	Yes	
PayFlex Systems USA	OPRS	\$ 55,472.47	10/25/2010	10/25/2010	Yes	
Off-Cycle Payroll	OPRS	\$ 126,363.05	10/26/2010			
Paul Strass DC Statehood Fund	OFOS	\$ 638.00	10/26/2010	10/26/2010	Yes	
Michael Brown DC Statehood Fund	OFOS	\$ 638.00	10/26/2010	10/26/2010	Yes	
Michael Panetta DC Statehood Fund	OFOS	\$ 638.00	10/26/2010	10/26/2010	Yes	
Group 6 Payroll	OPRS	\$ 1,655,562.22	10/26/2010			11/1/2010
UI Benefit Payment Account	EDRC	\$ 3,425,884.00	10/26/2010	10/26/2010	Yes	
Tax Refund	OTR	\$ 120,000.00	10/26/2010	10/26/2010	Yes	
ADP Funding for DOES	DOES	\$ 1,126.26	10/26/2010			
ADP Funding for DOES	DOES	\$ 4,286.19	10/26/2010	10/27/2010	Yes	
ADP Funding for DOES	DOES	\$ 3,656.79	10/26/2010			
ADP Funding for DOES	DOES	\$ 18,164.14	10/26/2010	10/27/2010	Yes	
Tax Refund	OTR	\$ 320,000.00	10/27/2010	10/27/2010	Yes	
Sales and Use Exceptions Revenue	OTR	\$ 2,381,020.17	10/27/2010			
Sales and Use Exceptions Revenue	OTR	\$ 112,634.91	10/27/2010	10/27/2010	Yes	
UI Benefit Payment Account	EDRC	\$ 284,723.00	10/27/2010	10/27/2010	Yes	
Capper Carrolsburg	OTR	\$ 130,168.83	10/27/2010			
Mount Vernon Triangle	OTR	\$ 109,028.18	10/27/2010	10/28/2010	Yes	
Capitol Hill BID	OTR	\$ 130,305.86	10/27/2010	10/28/2010	Yes	
Capitol Riverfront BID	OTR	\$ 295,987.35	10/27/2010	10/28/2010	Yes	
Ballpark Taxes and Fees	OTR	\$ 972,102.53	10/27/2010	10/28/2010	Yes	
NoMA Improvement Assoc.	OTR	\$ 296,420.45	10/27/2010	10/28/2010	Yes	
Georgetown Partnership	OTR	\$ 796,313.91	10/27/2010	10/28/2010	Yes	
Disability Compensation	GOC	\$ 693,932.48	10/27/2010	10/28/2010	Yes	
Golden Triangle BID	OTR	\$ 384,595.00	10/27/2010	10/28/2010	Yes	
Adams Morgan BID	OTR	\$ 65,380.06	10/28/2010	10/28/2010	Yes	
Child Support	CB0	\$ 138,480.73	10/28/2010	10/28/2010	Yes	
UI Benefit Payment Account	EDRC	\$ 159,814.00	10/28/2010	10/28/2010	Yes	

# Investment Report Example

## MMK Fund Breakdown All

Base Currency: USD As of 05/22/2018

WF-DC All Agg (85162)

Dated: 05/23/2018

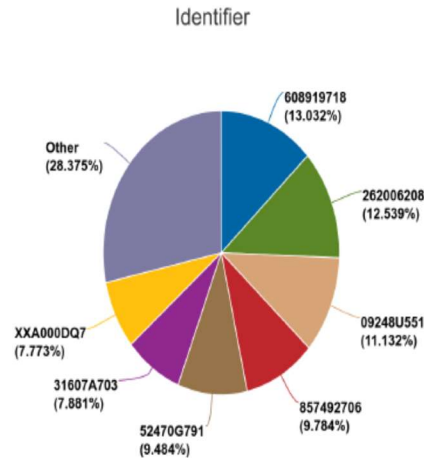


Chart calculated by: Base Market Value + Accrued

### 09248U551

Account	Identifier	Description	Base Current Units	Currency	Final Maturity	Security Type	Market Sector	Base Market Value + Accrued	% of Base Market Value + Accrued
DC MASTER SPEC TAX ESCROW	09248U551	BLK RK LQ:TREAS:INSTL	261,371,718.00	USD	05/22/2018	MMFUND	Cash	261,620,683.47	11.132%
DC MASTER SPEC TAX ESCROW	09248U551	BLK RK LQ:TREAS:INSTL	261,371,718.00	USD	05/22/2018	MMFUND	Cash	261,620,683.47	11.132%

### 09248U718

Account	Identifier	Description	Base Current Units	Currency	Final Maturity	Security Type	Market Sector	Base Market Value + Accrued	% of Base Market Value + Accrued
WF-DC Resident Tuition Asst	09248U718	BLK RK LQ:T-FUND:INSTL	63,044,250.63	USD	05/22/2018	MMFUND	Cash	63,088,995.85	2.684%
WF-DC Cash Flow Reserve	09248U718	BLK RK LQ:T-FUND:INSTL	59,588,960.61	USD	05/22/2018	MMFUND	Cash	59,645,832.02	2.538%
---	09248U718	BLK RK LQ:T-FUND:INSTL	122,633,211.24	USD	05/22/2018	MMFUND	Cash	122,734,827.87	5.222%

### 262006208

Account	Identifier	Description	Base Current Units	Currency	Final Maturity	Security Type	Market Sector	Base Market Value + Accrued	% of Base Market Value + Accrued
WF-DC Emergency Reserve Fund	262006208	DREYFUS GVT CSH MGT:INST	6,538,005.69	USD	05/22/2018	MMFUND	Cash	6,544,365.40	0.278%
WF-DC Contingency Fund	262006208	DREYFUS GVT CSH MGT:INST	98,859,328.22	USD	05/22/2018	MMFUND	Cash	98,955,491.64	4.210%
WF-DC Charter School Loan	262006208	DREYFUS GVT CSH MGT:INST	27,451,356.24	USD	05/22/2018	MMFUND	Cash	27,478,058.99	1.169%
WF-DC Cash Flow Reserve	262006208	DREYFUS GVT CSH MGT:INST	5,149,672.46	USD	05/22/2018	MMFUND	Cash	5,154,681.70	0.219%
WF-DC Fiscal Stab Fund	262006208	DREYFUS GVT CSH MGT:INST	49,342,685.66	USD	05/22/2018	MMFUND	Cash	49,390,682.77	2.102%
WF-DC GO Bonds 2014C	262006208	DREYFUS GVT CSH MGT:INST	774,986.74	USD	05/22/2018	MMFUND	Cash	775,740.59	0.033%
DC TAX 2009 E ACCUM #780	262006208	DREYFUS GVT CSH MGT:INST	54,378,045.51	USD	05/22/2018	MMFUND	Cash	54,422,938.12	2.316%
DC INC TAX 2012CD ACCUM AC	262006208	DREYFUS GVT CSH MGT:INST	51,938,787.03	USD	05/22/2018	MMFUND	Cash	51,983,679.43	2.212%

# Cash Note and Deposit Limitations Report Example

## DAILY D.C. TREASURY CASH NOTE

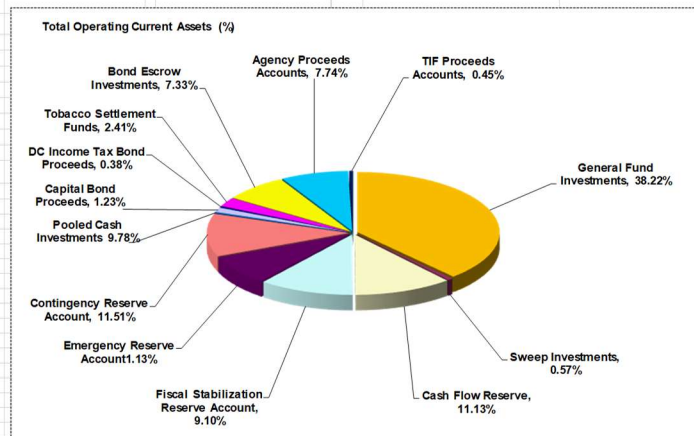
Wednesday, February 28, 2018

Office of the Chief Financial Officer - Jeffrey S. DeWitt, Chief Financial Officer  
Office of Finance and Treasury - Jeffrey Barnette, Deputy Chief Financial Officer and Treasurer

### OPERATING CASH & INVESTMENTS ACTIVITY REPORT

Cash Position as of Close of Business Day

OPERATING CASH POSITION		28-Feb-18	27-Feb-18	OPERATING INVESTMENT POSITION	
<b>Beginning Bank Cash Balance</b>		\$216,523,967.18	\$226,696,102.27	<b>General Fund Investments</b>	\$665,470,758.26
Total Credits		108,779,177.97	118,402,822.95	<b>Sweep Investments</b>	
Matured Investments		9,861,713.58	8,972,020.82	Restricted Accounts	9,861,713.58
Total Debits		(140,566,663.98)	(139,215,569.70)	Unrestricted Accounts	\$9,861,713.58
New Investments		21,507,026.20	8,027,979.18		
<b>Ending Bank Cash Balance</b>		\$216,105,220.95	\$222,883,355.52	<b>Cash Flow Reserve</b>	\$193,774,316.50
Restricted Cash		(\$117,149,740.20)	(116,517,221.30)	<b>Fiscal Stabilization Reserve</b>	\$187,197,164.11
<b>Ending Bank Unrestricted Cash</b>		\$98,955,480.75	\$106,366,134.22	<b>Emergency Reserve Account</b>	\$139,015,951.27
				<b>Contingency Reserve Account</b>	\$200,341,481.99
				<b>Pooled Cash Investments (MBS Sec.)</b>	\$5,401,523.56
				<b>Capital Bond Proceeds</b>	21,346,114.24
				<b>DC Income Tax Bond Proceeds</b>	\$6,542,818.82
				<b>Tobacco Settlement Funds</b>	\$41,878,140.84
				<b>Bond Escrow Investments</b>	\$127,708,349.35
				<b>Agency Proceeds Accounts</b>	\$134,705,008.99
				<b>TIF Proceeds Accounts</b>	\$7,892,789.28
				<b>TOTAL Restricted And Unrestricted Investments Position</b>	\$1,741,136,130.79
<b>RESTRICTED CASH BALANCE</b>				<b>TOTAL OPERATING ASSETS</b>	\$1,957,876,963.29
				<small>This represents (% of total District assets) 74.6%</small>	
<b>Citi Bank</b>				<b>TOTAL OPERATING RESTRICTED ASSETS</b>	\$1,178,407,337.87
<b>Beginning Bank Cash Balance</b>		\$80,311,971.17			
Total Credits		0.00		<b>TOTAL OPERATING UNRESTRICTED ASSETS (FCF)</b>	\$779,469,625.42
Matured Investments		0.00			
Total Debits		0.00		<b>TOTAL DISTRICT ASSETS (Includes District related assets)</b>	\$2,625,141,534.05
New Investments		0.00			
<b>Ending Bank Cash Balance</b>		\$80,311,971.17			
<b>Wells Fargo Bank</b>					
<b>Beginning Bank Cash Balance</b>		\$13,721,865.45			
Total Credits		10,083,910.16			
Matured Investments		0.00			
Total Debits		(11,237,495.02)			
New Investments		0.00			
<b>Ending Bank Cash Balance</b>		\$12,568,280.59			
<b>Total Restricted Cash Balance</b>		\$92,880,251.76			
<b>UNRESTRICTED CASH BALANCE</b>					
<b>Citi Bank</b>					
<b>Beginning Bank Cash Balance</b>		\$30,458,340.18			
Total Credits		0.00			
Matured Investments		0.00			
Total Debits		0.00			
New Investments		0.00			
<b>Ending Bank Cash Balance</b>		\$30,458,340.18			
<b>Wells Fargo Bank</b>					
<b>Beginning Bank Cash Balance</b>		\$92,031,790.38			
Total Credits		110,568,374.38			
Matured Investments		0.00			
Total Debits		(119,059,637.78)			
New Investments		0.00			
<b>Ending Bank Cash Balance</b>		\$83,540,526.98			
<b>Total Unrestricted Cash Balance</b>		\$113,998,867.16			
<b>TOTAL RESTRICTED AND UNRESTRICTED CASH BALANCE</b>		\$206,879,118.92			

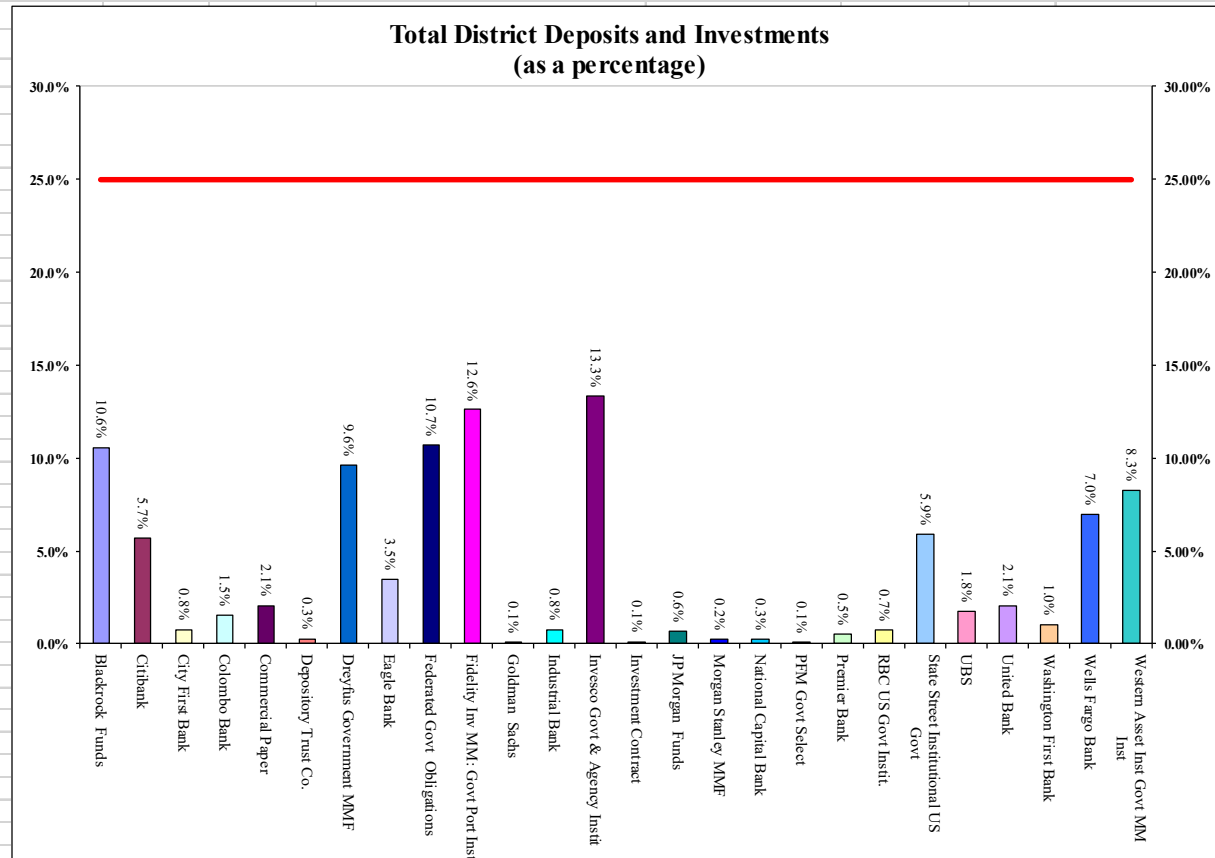


**TOTAL DISTRICT DEPOSITS AND INVESTMENTS**

February 28, 2018

Office of the Chief Financial Officer - Jeffrey S. DeWitt, Chief Financial Officer

<i>Financial Institution</i>	<i>Total Deposits &amp; Investments</i>	<i>Percentage of Total Deposits/Inv.</i>
Bank of New York	\$ 69	0.0%
Blackrock Funds	\$ 205,897,144	10.6%
Citibank	\$ 110,770,311	5.7%
City First Bank	\$ 15,025,831	0.8%
Colombo Bank	\$ 30,000,000	1.5%
Commercial Paper	\$ 40,110,359	2.1%
Depository Trust Co.	\$ 5,401,524	0.3%
Dreyfus Government MMF	\$ 187,337,615	9.6%
Eagle Bank	\$ 67,500,000	3.5%
Federated Govt Obligations	\$ 208,500,099	10.7%
Fidelity Inv MM: Govt Port Inst	\$ 245,565,051	12.6%
Goldman Sachs	\$ 1,656,094	0.1%
Industrial Bank	\$ 15,000,000	0.8%
Invesco Govt & Agency Instit	\$ 259,824,202	13.3%
Investment Contract	\$ 2,146,900	0.1%
JP Morgan Funds	\$ 12,640,340	0.6%
Morgan Stanley MMF	\$ 4,395,850	0.2%
National Capital Bank	\$ 5,000,000	0.3%
PFM Govt Select	\$ 1,602,372	0.1%
Premier Bank	\$ 10,000,000	0.5%
RBC US Govt Instit.	\$ 14,054,175	0.7%
State Street Institutional US Govt	\$ 114,269,624	5.9%
UBS	\$ 34,163,770	1.8%
United Bank	\$ 40,026,411	2.1%
Washington First Bank	\$ 20,000,000	1.0%
Wells Fargo Bank	\$ 135,837,545	7.0%
Western Asset Inst Govt MM Inst	\$ 161,289,963	8.3%
<b>Total</b>	<b>\$ 1,948,015,181</b>	<b>100.0%</b>



**DISTRICT DEPOSITS AS A PERCENTAGE OF FINANCIAL INSTITUTIONS TOTAL ASSETS**

February 28, 2018

Office of the Chief Financial Officer - Jeffrey S. DeWitt, Chief Financial Officer

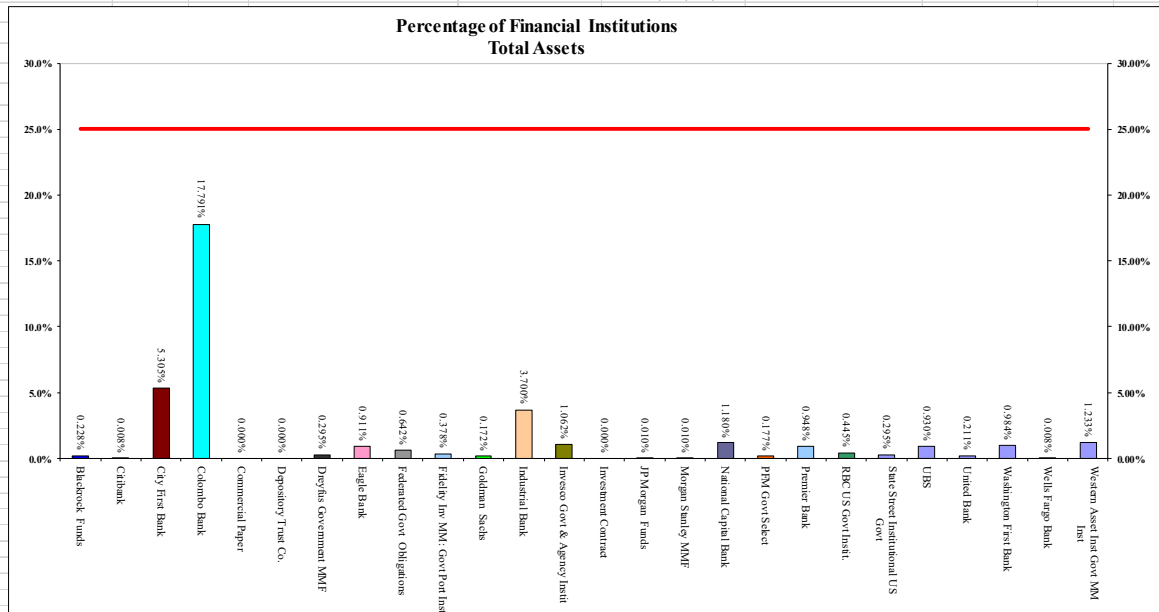
<i>Financial Institution</i>	<i>District Deposit</i>	<i>Total Assets*</i>	<i>Total Assets Minus Total Deposits &amp; Investments*</i>	<i>Percentage of Total Assets</i>
Bank of New York	\$ 69	\$ 275,495,000,000	\$ 275,494,999,931	0.000%
Blackrock Funds	\$ 205,897,144	\$ 90,370,000,000	\$ 90,164,102,856	0.228%
Citibank	\$ 110,770,311	\$ 1,419,595,000,000	\$ 1,419,484,229,689	0.008%
City First Bank	\$ 15,025,831	\$ 298,255,000	\$ 283,229,169	5.305%
Colombo Bank	\$ 30,000,000	\$ 198,627,000	\$ 168,627,000	17.791%
Commercial Paper	\$ 40,110,359	\$ -	\$ -	-
Depository Trust Co.	\$ 5,401,524	\$ -	\$ -	-
Dreyfus Government MMF	\$ 187,337,615	\$ 63,792,000,000	\$ 63,604,662,385	0.295%
Eagle Bank	\$ 67,500,000	\$ 7,480,421,000	\$ 7,412,921,000	0.911%
Federated Govt Obligations	\$ 208,500,099	\$ 32,696,000,000	\$ 32,487,499,901	0.642%
Fidelity Inv MM: Govt Port Inst	\$ 245,565,051	\$ 65,269,000,000	\$ 65,023,434,949	0.378%
Goldman Sachs	\$ 1,656,094	\$ 967,000,000	\$ 965,343,906	0.172%
Industrial Bank	\$ 15,000,000	\$ 420,365,000	\$ 405,365,000	3.700%
Invesco Govt & Agency Inst	\$ 259,824,202	\$ 24,728,000,000	\$ 24,468,175,798	1.062%
Investment Contract	\$ 2,146,900	\$ -	\$ -	-
JP Morgan Funds	\$ 12,640,340	\$ 122,646,000,000	\$ 122,633,359,660	0.010%
Morgan Stanley MMF	\$ 4,395,850	\$ 43,136,000,000	\$ 43,131,604,150	0.010%
National Capital Bank	\$ 5,000,000	\$ 428,821,000	\$ 423,821,000	1.180%
PFM Govt Select	\$ 1,602,372	\$ 908,000,000	\$ 906,397,628	0.177%
Premier Bank	\$ 10,000,000	\$ 1,065,391,000	\$ 1,055,391,000	0.948%
RBC US Govt Inst.	\$ 14,054,175	\$ 3,175,000,000	\$ 3,160,945,825	0.445%
State Street Institutional US Govt	\$ 114,269,624	\$ 38,892,000,000	\$ 38,777,730,376	0.295%
UBS	\$ 34,163,770	\$ 3,708,000,000	\$ 3,673,836,230	0.930%
United Bank	\$ 40,026,411	\$ 19,017,965,000	\$ 18,977,938,589	0.211%
Washington First Bank	\$ 20,000,000	\$ 2,052,980,000	\$ 2,032,980,000	0.984%
Wells Fargo Bank	\$ 135,837,545	\$ 1,734,804,000,000	\$ 1,734,668,162,455	0.008%
Western Asset Inst Govt MM Inst	\$ 161,289,963	\$ 13,243,000,000	\$ 13,081,710,037	1.233%

\*Total Asset Balances updated as of January 31, 2018.

N/A - Securities held at DTC.

**Total \$ 1,948,015,181**

Check







# Express Balance Report

## Daily Summary Balance Rpt by BINGHAM9

### As of 06/19/2018

Company: GOVT OF THE DISTRICT OF COLUMB  
 User: Angela Black

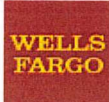
06/20/2018 12:32 PM ET

Commercial Electronic Office®

Treasury Information Reporting

#### Summary Section

Account Number	Account Name	Previous Day Balances		Intraday Balance	
		Closing Ledger Balance	Closing Collected Balance	Opening Available Balance	Current Available Balance
Account Balances for	WELLS FARGO BANK, N.A.				
	OTR TAX REFUND ACCT	15,455,091.87	15,455,091.87	15,455,091.87	15,333,254.80
Account Balances for	WELLS FARGO BANK, N.A.				
	PAYROLL PEOPLESFT	9,153,350.29	9,153,350.29	9,153,350.29	8,972,689.53
Account Balances for	WELLS FARGO BANK, N.A.				
	MEDICAID DISBURSEMENT	.00	.00	.00	-707,887.25
Account Balances for	WELLS FARGO BANK, N.A.				
	UNCLAIMED PROP DISBURSE	.00	.00	.00	-2,343.70
Account Balances for	WELLS FARGO BANK, N.A.				
	DC MAIN DISBURSEMENT ACCT	.00	.00	.00	-5,054,068.37
Account Balances for	WELLS FARGO BANK, N.A.				
	Dept of For-Hire Vehicles	.00	.00	.00	4,407.00
Account Balances for	WELLS FARGO BANK, N.A.				
	Baseball Taxes & Fees	24,800.00	.00	40,705,234.22	42,343,005.09
Account Balances for	WELLS FARGO BANK, N.A.				
	REAL ESTATE TAX LOCKBOX	699,586.56	411,777.56	699,586.56	708,177.85
Account Balances for	WELLS FARGO BANK, N.A.				
	SALES AND USE DISTRICT	.00	.00	.00	.00
Account Balances for	WELLS FARGO BANK, N.A.				
	Concentration	6,427,969.00	5,000,000.00	6,581,357.45	22,942,732.54
Account Balances for	WELLS FARGO BANK, N.A.				
	LEASE RECEIPTS	.00	.00	.00	.00
Account Balances for	WELLS FARGO BANK, N.A.				
	AMBULANCE BILLING RECEIPT	.00	.00	.00	35,197.92
Account Balances for	WELLS FARGO BANK, N.A.				
	GRANT FUNDS	.00	.00	.00	2,863,713.88



# Intraday Composite Report

Intraday 22C - BoD EoD

As of 06/19/2018

CUSTOMER ID: GOVTO945

OPERATOR ID: BLACKOFT

Commercial Electronic Office®

GOVT OF THE DISTRICT OF COLUMB  
06/19/2018 11:14 AM ET

Treasury Information Reporting

Currency: USD

Bank:

WELLS FARGO BANK, N.A.

Account:

Concentration

## Balances

Opening Ledger Balance	5,832,878.57
Opening Available Balance	5,832,866.57
Current Ledger Balance	-14,141,905.76
Current Available Balance	-14,141,917.76
One Day Float	12.00
Two+ Day Float	.00
Back Value Adjustment to Opening Ledger	.00
Back Value Adjustment to Opening Available	.00
Change in Available Balance Since Opening	-19,974,784.33
Today's Credits	4,874,361.38
Today's Debits	24,849,145.71
Total Number Credits	10
Total Number Debits	2

## Summaries

Type of Credit	Number of Items	Amount
Total ACH Concentration Credits	10	4,874,361.38
<b>Credit Totals</b>	<b>10</b>	<b>4,874,361.38</b>
Type of Debit	Number of Items	Amount
Total Wire Transfer Debits	2	24,849,145.71
<b>Debit Totals</b>	<b>2</b>	<b>24,849,145.71</b>

## Credit Transactions

6/19/2018	145 / ACH CONCENTRATION CREDIT Cust Ref: 091000012874362 Unique ID: 00000091003952623727 COMPANY NAME: DC MITS 216DB L2 BID 216 TR ENTRY DESC: MITS L2 RECIPIENT ID: RECIPIENT NAME: DC TAX MITSCR BID 22C COMPANY ID: ENTRY CLASS CODE: CCD DISCRETIONARY DATA: TRANSACTION CODE: 22	Credit Amount: Bank Ref:	4,558,383.86
6/19/2018	145 / ACH CONCENTRATION CREDIT Cust Ref: 021001032605571 Unique ID: 00000091003952555482 COMPANY NAME: UMS ENTRY DESC: DEPOSIT RECIPIENT ID: RECIPIENT NAME: DC PARKING METERS COMPANY ID: 1582169129 ENTRY CLASS CODE: CCD DISCRETIONARY DATA: TRANSACTION CODE: 22	Credit Amount: Bank Ref:	64,894.14
6/19/2018	145 / ACH CONCENTRATION CREDIT Cust Ref: 021001032604641 Unique ID: 00000091003952555481 COMPANY NAME: UMS ENTRY DESC: DEPOSIT RECIPIENT ID: RECIPIENT NAME: DC PARKING METERS COMPANY ID: 1582169129 ENTRY CLASS CODE: CCD DISCRETIONARY DATA: TRANSACTION CODE: 22	Credit Amount: Bank Ref:	64,493.79





# Previous Day Composite Report

Standard Previous Day Composite Report

As of 06/19/2018

Company: GOVT OF THE DISTRICT OF COLUMB

User: Angela Black

06/20/2018 12:30 PM ET

Commercial Electronic Office®

Treasury Information Reporting

Currency: USD

Bank: 05

Account: 2

WELLS FARGO BANK, N.A.  
OTR TAX REFUND ACCT

### Balances

Closing Ledger Balance	15,455,091.87
Closing Collected Balance	15,455,091.87
Opening Available Balance	15,455,091.87
One Day Float	.00
Two+ Day Float	.00
MTD Average Closing Ledger Balance	15,584,813.27
MTD Average Closing Collected Balance	15,584,813.27
Total Credits	128,883.70
Total Debits	194,199.76
Total Number Credits	2
Total Number Debits	2

### Summaries

Type of Credit	Number of Items	Amount
Total ACH Credits	1	4,077.37
Total Wire Transfer Credits	1	124,806.33
<b>Credit Totals</b>	<b>2</b>	<b>128,883.70</b>

Type of Debit	Number of Items	Amount
Total ACH Debits	2	194,199.76
<b>Debit Totals</b>	<b>2</b>	<b>194,199.76</b>

### Credit Transactions

6/19/2018	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 00000000000 ACH RETURNS - ORT TAX REFUND - FILE 3536001131 COID	Bank Ref: IA000016048709	Credit Amount:	4,077.37
6/19/2018	206 / BOOK TRANSFER CREDIT Cust Ref: 00000000000 Unique ID: RG180619107280 WT SEQ107280 GOVERNMENT OF THE DISTR /ORG=GOVT OF THE DISTRICT OF COLUMB SRF# GB00000016849119 TRN#180619107280 RFB# 29516	Bank Ref: IA009957759906	Credit Amount:	124,806.33
	<b>Credit Total</b>		<b>Credit Amount</b>	<b>128,883.70</b>

### Debit Transactions

6/19/2018	469 / MISCELLANEOUS ACH DEBIT Cust Ref: 00000000000 ACH ORIGINATION - MITS-DCREF-IIT - FILE 3536001131 COID	Bank Ref: IA000013518515	Debit Amount:	192,972.76
6/19/2018	469 / MISCELLANEOUS ACH DEBIT Cust Ref: 00000000000 ACH ORIGINATION - MITS-USBREF-IIT - FILE 3536001131 COID	Bank Ref: IA000013518520	Debit Amount:	1,227.00
	<b>MISCELLANEOUS ACH DEBIT Total</b>		<b>Debit Amount</b>	<b>194,199.76</b>
	<b>Debit Total</b>		<b>Debit Amount</b>	<b>194,199.76</b>
	<b>Account Net Amount</b>			<b>-65,316.06</b>

Currency: USD

Bank: 05

Account: 2

WELLS FARGO BANK, N.A.  
PAYROLL PEOPLESFT



### Balance Summary Report

Bank Name CITIBANK  
 Customer Number / Name DC GOVERNMENT  
 Branch Number / Name 920 DELAWARE CITIBANK  
 Account Number / Name DC GOVERNMENT CHILD SUPPORT DI  
 Account Currency / Type USD  
 Last Entry Date 06/19/2018

Statement Date	Opening Ledger Balance	Current / Closing Ledger Balance	Opening Available Balance	Current / Closing Available Balance	Credit Count	Total Credit Amount	Debit Count	Total Debit Amount
= 06/19/2018	283.08	70,077.46-	268.66	70,077.46-	5	0.00	1	70,360.54
1 Day Float	0.00	2 Day Float	0.00	3 Day Float		0.00	4 Day Float	0.00

Account Number / Name BENEFICIARIES AND ANNUITANTS  
 Account Currency / Type USD  
 Last Entry Date 06/18/2018

Statement Date	Opening Ledger Balance	Current / Closing Ledger Balance	Opening Available Balance	Current / Closing Available Balance	Credit Count	Total Credit Amount	Debit Count	Total Debit Amount
= 06/19/2018	1,458,327.61	1,458,327.61	1,458,327.61	1,458,327.61	0	0.00	0	0.00
1 Day Float	0.00	2 Day Float	0.00	3 Day Float		0.00	4 Day Float	0.00

Account Number / Name DEPARTMENT DISABILITIES SERVIC  
 Account Currency / Type USD  
 Last Entry Date 06/15/2018

Statement Date	Opening Ledger Balance	Current / Closing Ledger Balance	Opening Available Balance	Current / Closing Available Balance	Credit Count	Total Credit Amount	Debit Count	Total Debit Amount
= 06/19/2018	19,127,392.34	19,127,392.34	19,127,392.34	19,127,392.34	0	0.00	0	0.00
1 Day Float	0.00	2 Day Float	0.00	3 Day Float		0.00	4 Day Float	0.00

Account Number / Name DEPARTMENT DISABILITIES SERVIC  
 Account Currency / Type USD  
 Last Entry Date 06/07/2018

Statement Date	Opening Ledger Balance	Current / Closing Ledger Balance	Opening Available Balance	Current / Closing Available Balance	Credit Count	Total Credit Amount	Debit Count	Total Debit Amount
= 06/19/2018	1,283,538.54	1,283,538.54	1,283,538.54	1,283,538.54	0	0.00	0	0.00
1 Day Float	0.00	2 Day Float	0.00	3 Day Float		0.00	4 Day Float	0.00

= Indicates Calculated Balances



### Transaction Detail Advice Report

<b>Bank Name</b>	CITIBANK	
<b>Customer Number / Name</b>		DC GOVERNMENT
<b>Branch Number / Name</b>	920	DELAWARE CITIBANK
<b>Account Number / Name</b>	----	DC GOVERNMENT CHILD SUPPORT DI
<b>Account Currency / Type</b>	USD	
<b>Bank Reference</b>	LCT81700033500	
<b>Customer Reference</b>	NONREF	
<b>Value Date</b>	06/19/2018	
<b>Statement Date</b>	06/19/2018	
<b>Entry Date</b>	06/19/2018	
<b>Posted Time</b>	10:04	
<b>Product Type</b>	<b>Funds Transfer</b>	
<b>Transaction Description</b>	SAME DAY CR TRANSFER (We Have Credited Your Account)	
<b>Transaction Code</b>	279	
<b>Transaction Amount</b>	<b>114,523.66</b>	
<b>Payment Details</b>	DISBURSEMENT FUNDING DUE	
<b>Batch/Track Number</b>	650000335571	
<b>Beneficiary Account/ID Name/Address</b>	DC GOVERNMENT CHILD SUPPORT DISBURS OFFICE OF THE ATTORNEY GENERAL CHILD SUPPORT SERVICES DIVISION 441 4TH ST NW SUITE 550N WASHINGTON DC 0000000377	
<b>Remitter Reference</b>		
<b>Ordering Bank Account/ID Name/Address</b>	DC GOVT CHILD SUPPORT MASTER ACCT OFFICE OF FINANCIAL OPERATIONS AND SYSTEMS 1100 4TH STREET SW 8TH FLOOR WASHINGTON DC 20024	
<b>By Order of Account/ID Name/Address</b>	CITIBANK DEL CUST. TRANS.	
<b>Related Reference</b>	NONREF	
<b>Bank Reference</b>	21817012511 1	
<b>Customer Reference</b>	NONREF	
<b>Value Date</b>	06/19/2018	
<b>Statement Date</b>	06/19/2018	
<b>Entry Date</b>	06/19/2018	
<b>Posted Time</b>	03:18	
<b>Product Type</b>	<b>Funds Transfer</b>	
<b>Transaction Description</b>	ACH CREDIT (We Have Credited Your Account)	
<b>Transaction Code</b>	294	
<b>Transaction Amount</b>	<b>0.00</b>	
<b>Payment Details</b>	ACH CREDIT NOTIF. OF CHG. RECEIVED YOUR ORIG REF # 180614002705097RETURNING BANK REF #018169005031890RETURNING BANK ABA #054000030 INDV/CO NAME WRIGHINDIV/CO ID - OF ACCOUNT # 4 CHANGE REASON INCORRECT ACCOUNT NUMBER CORRECT DATA	
<b>Batch/Track Number</b>	8169003588543	
<b>Related Reference</b>	NONREF	
<b>Bank Reference</b>	21817012515 1	
<b>Customer Reference</b>	NONREF	
<b>Value Date</b>	06/19/2018	
<b>Statement Date</b>	06/19/2018	
<b>Entry Date</b>	06/19/2018	
<b>Posted Time</b>	05:41	
<b>Product Type</b>	<b>Funds Transfer</b>	
<b>Transaction Description</b>	ACH CREDIT (We Have Credited Your Account)	
<b>Transaction Code</b>	294	



### Transaction Detail Advice Report - Condensed

<b>Bank Name</b>	CITIBANK		
<b>Customer Number / Name</b>		DC GOVERNMENT	
<b>Branch Number / Name</b>	920	DELAWARE CITIBANK	
<b>Account Number / Name</b>		DC GOVERNMENT CHILD SUPPORT DI	
<b>Account Currency / Type</b>	USD		

Bank Reference	Product Type	Transaction Description	Value Date	Amount
LCT81700033500	Funds Transfer	SAME DAY CR TRANSFER	06/19/2018	114,523.66

(We Have Credited Your Account) **Customer Reference** NONREF **Entry Date** 06/19/2018 **Batch/Track Number** 650000335571 **By Order Of** CITIBANK DEL CUST. TRANS. **Payment Details** DISBURSEMENT FUNDING DUE **Posted Time** 10:04 **Statement Date** 06/19/2018 **Remitter Reference** 0000000377 **Beneficial** DC GOVERNMENT CHILD SUPPORT DISBURS ,OFFICE OF THE ATTORNEY GENERAL ,CHILD SUPPORT SERVICES DIVISON 441 ,4TH ST NW SUITE 550N WASHINGTON DC , **Ordering Bank** JC GOVT CHILD SUPPORT MASTER ACCT ,OFFICE OF FINANCIAL OPERATIONS AND ,SYSTEMS 1100 4TH STREET SW ,8TH FLOOR WASHINGTON DC 20024 , **Order Party** CITIBANK DEL CUST. TRANS. ,

Bank Reference	Product Type	Transaction Description	Value Date	Amount
21817012511 1	Funds Transfer	ACH CREDIT	06/19/2018	0.00

(We Have Credited Your Account) **Customer Reference** NONREF **Entry Date** 06/19/2018 **Batch/Track Number** 8169003588543 **Payment Details** ACH CREDIT NOTIF. OF CHG. RECEIVED YOUR ORIG REF # 180614002705097RETURNING BANK REF #018169005031890RETURNING BANK ABA #054000030 INDV/CO NAME CHANGE REASON INCORRECT ACCOUNT NUMBER CORRECT DATA **Posted Time** 03:18 **Statement Date** 06/19/2018

Bank Reference	Product Type	Transaction Description	Value Date	Amount
21817012515 1	Funds Transfer	ACH CREDIT	06/19/2018	0.00

(We Have Credited Your Account) **Customer Reference** NONREF **Entry Date** 06/19/2018 **Batch/Track Number** 8169003588550 **Payment Details** ACH CREDIT NOTIF. OF CHG. RECEIVED YOUR ORIG REF # 180618002707040RETURNING BANK REF #018170006001661RETURNING BANK ABA #256074974 INDV/CO NAME CHANGE REASON INCORRECT ACCOUNT NUMBER CORRECT DATA **Posted Time** 05:41 **Statement Date** 06/19/2018

Bank Reference	Product Type	Transaction Description	Value Date	Amount
21817012516 1	Funds Transfer	ACH CREDIT	06/19/2018	0.00

(We Have Credited Your Account) **Customer Reference** NONREF **Entry Date** 06/19/2018 **Batch/Track Number** 8169003588552 **Payment Details** ACH CREDIT NOTIF. OF CHG. RECEIVED YOUR ORIG REF # 180618002707125RETURNING BANK REF #018170006001662RETURNING BANK ABA #256074974 INDV/CO NAME CHANGE REASON INCORRECT ACCOUNT NUMBER CORRECT DATA **Posted Time** 05:41 **Statement Date** 06/19/2018

Bank Reference	Product Type	Transaction Description	Value Date	Amount
21817012513 1	Funds Transfer	ACH CREDIT	06/19/2018	0.00

(We Have Credited Your Account) **Customer Reference** NONREF **Entry Date** 06/19/2018 **Batch/Track Number** 8169003588546 **Payment Details** ACH CREDIT NOTIF. OF CHG. RECEIVED YOUR ORIG REF # 180618002706764RETURNING BANK REF #018170006001659RETURNING BANK ABA #256074974 INDV/CO NAME CHANGE REASON INCORRECT ACCOUNT NUMBER CORRECT DATA **Posted Time** 05:41 **Statement Date** 06/19/2018

Bank Reference	Product Type	Transaction Description	Value Date	Amount
21817012514 1	Funds Transfer	ACH CREDIT	06/19/2018	0.00

(We Have Credited Your Account) **Customer Reference** NONREF **Entry Date** 06/19/2018 **Batch/Track Number** 8169003588548 **Payment Details** ACH CREDIT NOTIF. OF CHG. RECEIVED YOUR ORIG REF # 180618002706964RETURNING BANK REF #018170006001660RETURNING BANK ABA #256074974 INDV/CO NAME CHANGE REASON INCORRECT ACCOUNT NUMBER CORRECT DATA **Posted Time** 05:41 **Statement Date** 06/19/2018

Bank Reference	Product Type	Transaction Description	Value Date	Amount
1730606 1	Funds Transfer	ON-US CHECK DR	06/19/2018	5.77-

(We Have Debited Your Account) **Customer Reference** 1730606 1 **Entry Date** 06/19/2018 **Batch/Track Number** TTS888D18170003G **Payment Details** CK 1730606 FAD CB 753011 L/A 5 S/B 5.77 CHECK # 1730606 **Posted Time** 13:59 **Statement Date** 06/19/2018 **Cheque Amount** 5.77- **Cheque Serial Number** 1730606 **Duplicate** 1



## Attachment J.6

### Supplemental Information Current Processes and Statistical Information

Number of banks	25
Number of bank accounts	413
The average quarterly wire transfer volume	1,150
The average quarterly wire transfer dollar amount	\$ 5,400,000,000

#### Prior Day

Hours per day to aggregate the prior day bank position.	2
Hours per day to reconcile the prior day bank actuals against forecast.	1
Number of banks that are included in the prior day process.	2
The total cash represented in the prior day process	80%

#### Current Day

Hours per day to aggregate the current day bank position	4.5
Number of banks included in the current day process	2
Total cash included in the current day process	80%
Hours per day to place the cash investment(s)	1
Percentage of total cash invested each day	95%

#### Month-end Process

Hours per month to create and post the cash entries on the bank accounts	88
Hours per month spent reporting and posting intercompany cash flow transactions	30
Hours per month to calculate and post the interest expense / income accrual, amortization and related financial transactions	32
Hours per month to calculate the month-end market valuations	8
Hours per month spent reconciling GL balances to the prior-month's bank statements (bank to book reconciliation)	88
Hours per month spent responding to inquiries from accounting related to monthly bank transactions and intercompany transactions	40

All accounting entries are generated and posted manually  
The bank to book reconciliation is performed manually

#### Forecasting

Hours per day to update the cash flow forecast, and to compile the required data from different departments, agencies and systems	1.5
Hours per month to update the long-term strategic forecast	20
Hours per month to calculate the future cash-flow activity from the financial transactions	2
Hours per day to compare forecasted cash flows and balances with actual cash flows and balances with the bank	1

#### Payments

Hours per day spent managing treasury payment workflows (e.g. cash concentration, settlement wires)	8
Average number of wires per month	300
Percentage of the current wire transactions that could shift to low-value transactions (i.e. ACH, EFT, SEPA, etc)	15%
The average per-transaction charge for high-value payments	4
The average per-transaction charge for low-value payments	0.10

#### Debt

Hours per month spent managing debt, calculating interest, managing settlements, responding to internal/external inquiries, and reporting requirements	8
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## Investments

Hours per month spent managing investments (i.e. tracking positions, calculating interest, managing settlements, responding to internal/external inquiries, reporting requirements)?	30
Hours per month spent calculating the interest expense/income	4

## IT

Hours per month maintaining automated bank connections for payments and/or bank statements	6
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## Bank Account Management & Bank Fee Analysis

Hours per month spent on managing signers and their authorities for the District's bank accounts	20
Hours per month spent reconciling the anticipated bank fees with the actual bank statements	8

Bank account and signatory management records are stored on spreadsheets and hard copy files  
The bank to book reconciliation is performed manually

## Bank Fees

Average monthly bank fees	\$	300,000
Anticipated reduction of bank fees expected by reconciling bank fees each month		3.0%
Expected savings of monthly bank fees with TMS system	\$	10,000
Average monthly overdraft charges	\$	600

## Audit Fee

Hours per quarter spent preparing for internal and external audits	10
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## Cash Optimization

Average monthly cash balance	\$	100,000,000
Percentage of daily visibility into our cash balances		100%
Monthly non-restricted, idle cash (i.e. operational balances) across all bank accounts	\$	20,000,000
The anticipated reduction of idle cash balances with improved cash forecast model		20%
Percentage of increased cash liquidity that will be used to pay down existing debt		0%
Percentage of increased cash liquidity that will be invested		100%
Current money market rate excess funds would be invested		1.80%

## Funds Transfer (Payments)

We rely on our banks to screen payments against sanction lists  
Under the current process, we have not made any payments to an organization on a sanction list

Payments are authorized by:

- Electronic approvals via bank portals
- Approvals occur via email and/or hard copy signatures

Payment controls that are currently in place:

- All payments require multiple approvers
- Multi-level payment approvals
- Dual-factor authentication
- IP filtering



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

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**DOING BUSINESS WITH INTEGRITY**

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***Introduction***

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

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

***Environment of Trust***

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

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

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

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

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

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

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

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

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

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

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



### ***Gratuities***

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

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

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

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

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

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

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

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

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

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

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

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

**OCFO Office of Integrity and Oversight**

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

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

**OCFO Confidential Hotline**

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

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

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

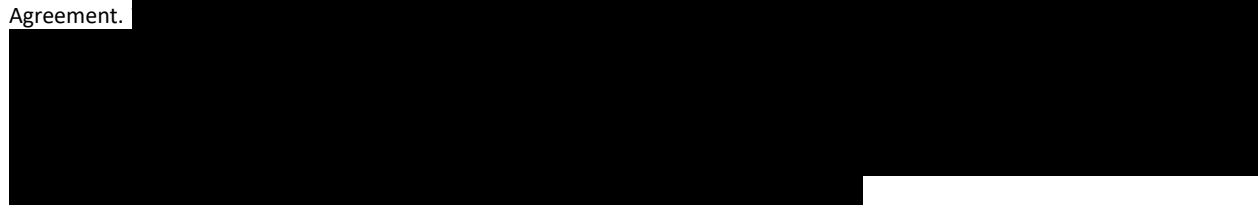
Reports of fraud, waste and abuse may be reported to the Office of the Inspector General by telephone at 1-800-521-1639, or electronically at [www.oig.dc.gov](http://www.oig.dc.gov).



**KYRIBA CORP. - TERMS AND CONDITIONS FOR ONLINE CLOUD SERVICES**

April 5, 2019 Version

These Terms and Conditions for Online Cloud Services (hereinafter these "Terms") are entered into by and between Kyriba Corp., a Delaware corporation ("Kyriba"), and the entity ("Customer") described in an order schedule associated with this Agreement that list the products and services provided by Kyriba to Customer hereunder and the related fees ("Order Schedule"). Each Order Schedule will reference this Agreement, be signed by both parties and be governed by and incorporate by reference this Agreement.



**1. SaaS Services and Other Services**

1.1. Access Right. Subject to the terms and conditions herein and Customer's payment of fees, Kyriba hereby grants to Customer a limited, non-exclusive, non-transferable (except as expressly permitted by this Agreement) right to access and use Kyriba's software as a service solution and related support services (collectively, the "SaaS Services") to the extent set forth in the applicable Order Schedules and in accordance with the online technical manual, documentation and other resources provided with the SaaS Services ("Documentation") for its internal business purposes, including processing its data and the data of its subsidiaries and affiliates or in the case of supply chain finance subscription to sell and purchase supplier invoices. Customer acknowledges and agrees that only employees, supplier or service providers of Customer who have been assigned a unique user name and password and issued a service token to access and use the SaaS Services (each a "User" and collectively "Users") are entitled to access the SaaS Services. Customer shall be responsible for each User's access and use of the SaaS Services and compliance with applicable terms and conditions of this Agreement.

1.2. Terms of Use. Customer agrees to be bound by the AUP and shall use the SaaS Services in compliance with the AUP.

1.3. Support and Service Levels. Subject to Customer's payment of the fees set forth in an Order Schedule ("Fees"), Kyriba will provide support services during the Term (as defined below). Support provided to Customer shall comprise of the following:

1.3.1. Customer Support. Kyriba shall provide telephone support to Users only for problem resolution assistance in accordance with the SLA for the support service purchased.

1.3.2. Service Levels. During the Term, Kyriba shall provide the service levels set forth in the SLA with respect to the SaaS Services. Customer's sole and exclusive remedy for any failure to provide such service levels is set forth in the SLA.

1.4. Professional Services. During the Term, Kyriba shall perform implementation, training and consulting services set forth in the applicable statements of work for Customer as specified in an Order Schedule. Kyriba may utilize subcontractors to provide such services or parts thereof. Kyriba shall be responsible and liable for the performance of such subcontractors. Kyriba shall take appropriate measures to ensure that its employees and its subcontractors who perform services hereunder are competent to do so and that they observe the provisions of Section 6. Kyriba reserves the right to determine which of its personnel or those of its subcontractor shall be assigned to perform such services, and to replace or reassign such personnel during the Term hereof.

**2. Ownership**

The SaaS Services (including software, software application, computer code and programs, systems architecture, structure, organization and source code of the SaaS Services, the selection, compilation and analysis of all data in the SaaS Services and all derivatives and improvements thereof) constitute the sole and exclusive property of Kyriba or its licensors and suppliers. For the avoidance of doubt, the SaaS Services exclude any Customer Data (as defined below). Customer acknowledges that all right, title, and interest in and to the SaaS Services are and shall remain vested in Kyriba or its licensors or suppliers. Except for the limited license granted herein, Customer does not claim and shall not assert any right, title, or interest, or other ownership or proprietary



rights, in or to the SaaS Services or other intellectual property provided by Kyriba. Customer shall not take any action that jeopardizes Kyriba's or its licensors' or suppliers' intellectual property.

**3. Customer Cooperation and Assistance**

It shall be Customer's responsibility to timely perform all obligations that may be required in order to establish Customer's use of the SaaS Services. This includes but is not limited to: (a) providing information relating to Customer's organization, technology platforms, systems configurations, business processes and any other information that is reasonably requested by Kyriba from time to time; (b) providing employee lists to set up User accounts; (c) designating Users to participate in training; (d) assigning a project manager to coordinate implementation activities; (e) providing core referential data and initial bank statement data; (f) providing contact information for each bank to be connected for Customer; (g) make available such personnel assistance to Kyriba as may be reasonably necessary for Kyriba to perform hereunder; and (h) carry out in a timely manner all other Customer responsibilities set forth herein. Any delay by Customer hereunder shall result in an extension of Kyriba's dependent obligations due to such delay or failure.

**4. Payment**

Fees shall be paid by Customer in accordance with the applicable Order Schedules.

[REDACTED]

**6. Confidentiality and Customer Data**

6.1. Confidential Information. For the purposes of this Agreement, "Confidential Information" means all non-public or proprietary information and material of a technical, economic, financial or business nature, whether or not reduced to writing or other tangible form and whether or not marked as "confidential" or "proprietary", including without limitation trade secrets and other information concerning the business affairs of the disclosing party or its affiliates, subcontractors or vendors, compositions, data, designs, drawings, formulae, graphs, inventions, ideas, know-how, models, photographs, processes, product prototypes and specifications; customer requirements; customer lists, price lists, and supplier lists; research and development; manufacturing, development, marketing or distribution strategies, methods and processes; market studies; business plans; computer software and programs (including object code and source code); and database technologies, systems, structures and architectures that may be disclosed by the parties during the Term of this Agreement.

In connection with this Agreement, either party may have access to Confidential Information of the other party. Confidential Information shall (i) be used by the receiving party solely for the purposes for which it is provided and for no other purpose, (ii) be kept confidential by the receiving party and its Representative (as defined below) and protected from disclosure using the



same standard of care as the receiving party uses to protect its own similar confidential and proprietary information, but not less than reasonable care, and (iii) be disclosed only to such of receiving party's and receiving party's affiliates or their respective officers, directors, employees, agents, advisors and consultants (collectively, "Representatives") on a need-to-know basis for the purposes for which such Confidential Information is provided and who have agreed (with confidentiality and non-use obligations no less strict than those contained herein) to maintain the confidential nature of such information. The receiving party shall be responsible and liable for any breach of the confidentiality obligations herein by its Representatives. The obligation of confidentiality will survive termination of this Agreement and continue until such information is deemed no longer confidential, as provided in Section 6.2 below.

6.2. Exclusions. The obligations under this Section shall not apply to information that: (a) is or becomes publicly available through no act, omission or breach by the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure, or (d) is independently developed by the receiving party without access to or use of the disclosing party's Confidential Information. In addition, the receiving party may disclose Confidential Information if required to be disclosed by law, a court of competent jurisdiction, or regulatory body; provided that immediately upon receiving any such request, and to the extent permitted by law, the receiving party promptly notifies the disclosing party in writing of such requirement to enable the disclosing party to take any action as it deems appropriate to protect Confidential Information. To the extent that the receiving party must disclose Confidential Information pursuant to the immediately preceding sentence, any such disclosure shall be limited to only that Confidential Information required to be disclosed to comply with the order of the relevant court or regulatory body.

6.3. Customer Data. Customer is responsible for ensuring the accuracy, completeness, quality, integrity, legality, reliability and appropriateness of all Customer Data, including Customer Personal Data. During the Term, Customer can retrieve from the SaaS Services Customer's data that is inputted into and/or stored via the SaaS Services ("Customer Data") as part of the standard reporting data in XLS, CSV or TXT formats. Customer shall be solely responsible for the accuracy, completeness, and legality of all Customer Data and will provide any legally required notices and obtain any legally required consent related to Customer Data. Upon termination, Kyriba may immediately deactivate Customer's account and that following a reasonable period of not less than sixty (60) days shall be entitled to delete Customer's account from Kyriba's "live" site. During this 60-day period and upon Customer's written request, Kyriba will grant Customer limited access to the SaaS Services for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to Kyriba. At the end of such 60-day period, and except as may be required by law, Kyriba may delete or otherwise render inaccessible any of Customer Data that remain in Kyriba's "live" site and Customer acknowledges and agrees that Kyriba has no obligation to retain Customer Data. This Section 6 supersedes the non-use and non-disclosure agreement which may have been entered into by the parties in connection with the negotiation of this Agreement and/or decision to purchase the SaaS Services.

6.4. Personal Data. The parties understand that personally identifiable information may be disclosed by Customer to Kyriba and/or processed by Kyriba on behalf of Customer ("**Customer Personal Data**"). The parties agree that control of and responsibility for such Customer Personal Data shall at all times remain with Customer, and Kyriba is the data intermediary of Customer under this Agreement. Kyriba will process, use and disclose Customer Personal Data in accordance with applicable laws and solely for the purpose of providing the SaaS Services to Customer and will not otherwise (i) process and use Customer Personal Data for purposes other than those set forth in this Agreement or as instructed by Customer; or (ii) disclose Customer Personal Data to third parties other than Kyriba's affiliates, subsidiaries or suppliers, for the aforementioned purposes or as required by law. Customer represents and warrants to Kyriba that, in respect of all Customer Personal Data, Customer has the necessary authority, license or consent to provide Customer Personal Data, has complied with all applicable laws and regulations, in particular for the transmission of Customer Personal Data to Kyriba for the purposes of the SaaS Services and this Agreement (including all legally required notices and consents). Customer consents to processing of Customer Personal Data outside of the region or country of origin by Kyriba or Kyriba's affiliates, subsidiaries or suppliers, for the sole purpose of providing SaaS Services (including support and maintenance) under this Agreement.

## 7. Security

Kyriba will maintain adequate administrative, technical, organizational, and physical safeguards to ensure the security and confidentiality of Customer Data. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses. During the Term of this Agreement, Kyriba will maintain Statement on Standards for Attestation Engagement No. 16 ("SSAE 16") certification or its equivalent. Upon the written request of Customer, and within a reasonable period of time, Kyriba will provide to Customer a copy of its most recent Service Organization Control (SOC) 1, Type II and SOC 2, Type II annual report or recognized industry successor security practices report (or any successor report obtained by Kyriba based on similar recognized set of standards).



**8. Warranties; Exclusion of Warranties**

8.1. Limited Warranty. Kyriba warrants to Customer that, during the Term, the SaaS Services will operate in accordance with the Documentation. Any updates or upgrades provided to Customer hereunder shall be warranted to the same extent as the SaaS Services. This limited warranty shall not apply (i) during the occurrence of a Force Majeure Event (as defined below); (ii) when Customer breaches of its payment obligations under this Agreement; (iii) to any failure by Customer to use the SaaS Services in accordance with this Agreement, the Documentation, or other instructions provided to Customer by Kyriba; (iv) to Customer's or any of Customer's third party's hardware, software, and equipment; (v) to Customer errors in entering, analyzing, or reporting data; or (vi) to downtime during scheduled maintenance performed by or for Kyriba. Warranty claims must be timely received to be valid. Any claim for breach of an express warranty set forth in this Section must be in writing, contain sufficient detail and delivered to Kyriba not more than thirty (30) days following the date on which Customer first determines that such a breach has occurred (a "Warranty Notice"). Customer's exclusive remedy and Kyriba's entire liability for a breach of the warranty above is for Kyriba to use commercially reasonable efforts to correct the defective SaaS Services as soon as is reasonably practicable. If Kyriba is unable or unwilling to correct the defective SaaS Services within thirty (30) days from written notice of the defective SaaS Services, Customer may (i) terminate the defective SaaS Services and Kyriba will refund any prepaid Fees for the terminated SaaS Services for the period following the date of termination or (ii) accept the SaaS Services as provided by Kyriba without additional claim related to the matter set forth in the Warranty Notice, provided that the Fees are adjusted proportionally downward to reflect any decrease in functionality..

8.2. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, KYRIBA MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED (IN CONTRACT OR TORT OR OTHERWISE) OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, DESIGN, CONDITION OR QUALITY WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SAAS SERVICES (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES LICENSED OR PROVIDED TO CUSTOMER BY KYRIBA, OR OTHERWISE UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SAAS SERVICES ARE PROVIDED "AS IS" AND AS AVAILABLE BASIS. WITHOUT LIMITING THE FOREGOING, KYRIBA DOES NOT WARRANT THAT OPERATION OF THE SAAS SERVICES OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE AVAILABLE AT ANY TIME OR LOCATION, UNINTERRUPTED, SECURE OR ERROR-FREE AND THAT ALL ERRORS CAN BE CORRECTED. OPERATION OF THE SAAS SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF KYRIBA'S CONTROL AND KYRIBA DOES NOT WARRANT THAT THE CONTENT OF THE SAAS SERVICES WILL BE FREE OF HARMFUL COMPONENTS. KYRIBA HAS NO OBLIGATION TO REPAIR OR REPLACE THE SAAS SERVICES, SERVICES OR PRODUCTS DAMAGED BY EXTERNAL CAUSE OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN KYRIBA. KYRIBA DOES NOT WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THIRD PARTY DATA ACCESSED BY CUSTOMER THROUGH THE SAAS SERVICES, AND CUSTOMER ACKNOWLEDGES THAT SUCH THIRD-PARTY DATA IS PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND BY KYRIBA OR ITS THIRD-PARTY VENDOR.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

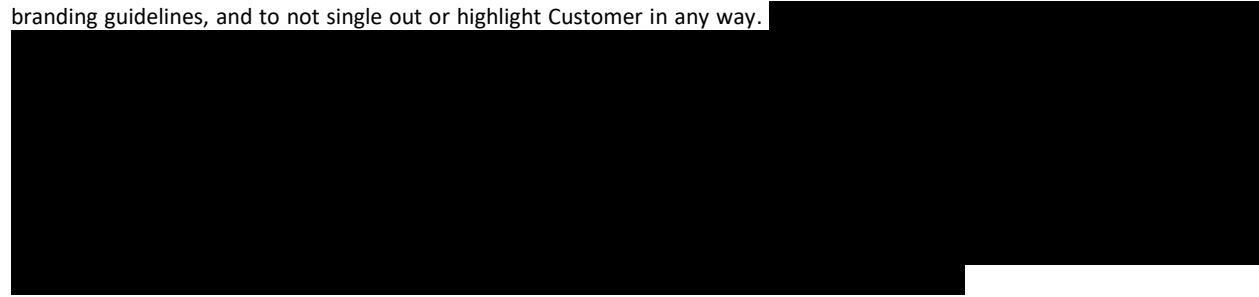
[REDACTED]

**11. General Provisions**

Customer may not assign or transfer any of its rights under this Agreement to any third party without the prior written consent of Kyriba, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of the foregoing will be void. Except with respect to payment obligations under this Agreement, neither party will be responsible or liable for delays or failure of performance resulting from acts beyond the party's reasonable control, including denial-of-service attacks, acts of God, strikes, walkouts, labor or material shortages, riots, acts of war, acts of terrorism, epidemics, failure of suppliers to perform, governmental regulations, power or communications failures, delays or failures due to Internet access connections or congestions, hostile network attacks, earthquakes, or other disasters (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance. During the Term and for a period of twenty-four (24) months thereafter, neither party will hire or solicit for employment any of the other party's employees, except by written consent of the other party. Should either party hire or solicit for employment any of the other party's employees, without written consent, the breaching party shall pay an amount equal to the payment received by the employee from its employer during the twelve (12) month period immediately preceding the breach of this provision. All notices required under this Agreement shall be in writing and shall be sent to the party's address set forth in the Order Schedule. Notices will be deemed to have been duly given (1) when delivered personally or by acknowledged email, (2) the next day if sent by internationally recognized overnight courier service (costs prepaid and receipt requested); or (3) on the third day after the date mailed, if sent by certified mail (postage prepaid and return receipt requested). A party may change its address for purposes of this Agreement by giving written notice thereof in accordance with this Section. This Agreement will be governed by the laws of the State of California without regard to conflict of laws principles. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this Agreement. The parties irrevocably consent and agree to the exclusive jurisdiction and venue of the courts located in San Diego County, California in any and all suit or proceeding based on or arising under this Agreement. Kyriba and Customer are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship, or to authorize any party to



enter into any commitment or agreement binding on the other party. If any provision of this Agreement is unenforceable or illegal, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. None of the conditions or provisions of this Agreement shall be deemed to have been waived by any act, omission or knowledge on the part of any party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized representative of such party. Customer agrees that Kyriba may identify Customer as a name in a list of new customer subscribers in press release on Kyriba’s growth and momentum. Customer agrees to allow Kyriba to identify Customer, including use of Customer logo, as a Kyriba client on marketing literature and on Kyriba’s web properties. Kyriba agrees to abide by all Customer branding guidelines, and to not single out or highlight Customer in any way.



IN WITNESS WHEREOF, the parties hereto have each caused these Terms to be signed and delivered by their duly authorized representatives as of the date of the last signature set forth below.

Kyriba Corp.

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# Attachment J.9

## Order Schedule: SaaS Services Government of District of Columbia (Office of Finance and Treasury)

05-01-2019

Company		Billing Information	
Company Name	Government of District of Columbia (Office of Finance and Treasury)	Billing Company	Government of District of Columbia (Office of Finance and Treasury)
Address	1101 4th St SW E610, Washington, DC 20024-4461	Billing Address	Office of the Chief Financial Officer Office of Finance and Treasury, Washington, DC 20024-4461
Legal Representative	Drakus Wiggins, Contracting Officer	Contact Name	Purchase orders will be invoiced through electronic system. Business contact if needed: Giulliano Carmagos, Cash and Investment Manager
Phone	(202) 442-7121	Phone	(202) 727-2469
Email	drakus.wiggins@dc.gov	Email	Giulliano.Camargos@dc.gov





[Redacted]

**2.2. Late Payment**

[Redacted]

**2.3. Rate Revision**

[Redacted]

**3. GENERAL PROVISIONS**

This Order Schedule shall be governed by and incorporate by reference Terms and Conditions For Online Cloud Services attached hereto (the “Terms”). Certain capitalized terms, not otherwise defined in this Order Schedule, will have the meanings set forth in the Terms. This Order Schedule is made pursuant to and is effective for the Term of the Agreement. By signing this Order Schedule, Customer hereby expressly agrees to and accepts all the terms and conditions of the Terms attached hereto. The parties have caused this Order Schedule to be signed by their duly authorized representatives.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have each caused this Order Schedule to be signed and delivered by their duly authorized officers, all as of the date of the last signature set forth below.

**For Government of District of Columbia  
Office of Finance and Treasury**

**For Kyriba Corp.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
First and Last Name

\_\_\_\_\_  
First and Last Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

# Attachment J.10

## Order Schedule: Consulting Services Government of District of Columbia (Office of Finance and Treasury)

05-01-2019

Company		Billing Information	
Company Name	Government of District of Columbia (Office of Finance and Treasury)	Billing Company	Government of District of Columbia (Office of Finance and Treasury)
Address	1101 4th St SW E610, Washington, DC 20024-4461	Billing Address	Office of the Chief Financial Officer Office of Finance and Treasury, Washington, DC 20024-4461
Legal Representative	Drakus Wiggins, Contracting Officer	Contact Name	Purchase orders will be invoiced through electronic system. Business contact if needed: Giulliano Carmagos, Cash and Investment Manager
Phone	(202) 442-7121	Phone	(202) 727-2469
Email	drakus.wiggins@dc.gov	Email	Giulliano.Camargos@dc.gov

## 1. SCOPE OF WORK

The parties mutually agreed on statement of needs, scope of the SaaS Services and choice of modules as described in Appendix "Statement of Work" in this Order Schedule.

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

The price of the services mentioned above are exclusive of all applicable taxes or duties. In the event Customer enters into a change order for additional hours, Customer shall be invoiced for those additional hours at Kyriba's then-current rate for such services.

## 2. PAYMENT TERMS

[REDACTED]

## 3. LATE PAYMENT

Any amounts not paid within thirty (30) days of the due date shall bear interest at a nominal rate of one and one half percent (1.5%) per month. Kyriba may cease providing access to the SaaS Services or cease providing any other products or services hereunder, with notice, if the payment of any undisputed Fees or other amounts due under the Agreement are not made by the relevant due date for such undisputed Fees or other amounts due under the Agreement.

## 4. TERMS OF EXECUTION

This Order Schedule remains in effect for the implementation, consulting and training period within the scope set forth in Section 2. After this period, any additional service required by Customer will be quoted at the rate of Kyriba's consulting team in effect at the moment of such request. Customer and Kyriba will mutually designate the dates on which services will be provided.

Any request for Kyriba or Customer resources needed for the implementation, consulting and/or training are subject to the availability and agreement of both parties in order to ensure their successful achievement. Any delay in the availability of such resources may result in a delay of the services and reallocation of personnel initially assigned to provide implementation, consulting and/or training to other projects.

Implementation, consulting and training will usually be performed during Monday to Friday, except on U.S. bank holidays.

## 5. GENERAL PROVISIONS

This Order Schedule shall be governed by and incorporate by reference Terms and Conditions For Online Cloud Services attached hereto (the "Terms"). Certain capitalized terms, not otherwise defined in this Order Schedule, will have the meanings set forth in the Terms. This Order Schedule is made pursuant to and is effective for the Term of the Agreement. By signing this Order Schedule, Customer hereby expressly agrees to and accepts all the terms and conditions of the Terms attached hereto. The parties have caused this Order Schedule to be signed by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have each caused this Order Schedule to be signed and delivered by their duly authorized officers, all as of the date of the last signature set forth below.

**For Government of District of Columbia  
Office of Finance and Treasury**

**For Kyriba Corp.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
First and Last Name

\_\_\_\_\_  
First and Last Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



## ATTACHMENT J.11

### KYRIBA GLOBAL ONLINE HOSTING SERVICE LEVEL AGREEMENT

Version of March 20, 2019

#### 1. Definitions

Certain capitalized terms, not otherwise defined in this Online Hosting Service Level Agreement (hereinafter "SLA"), will have the meanings set forth in the Terms and Conditions For Online Cloud Services (hereinafter the "Terms").

"Emergency Maintenance" means maintenance performed by Kyriba that occurs outside of the Regularly Scheduled Maintenance Period and Non-Regularly Scheduled Maintenance.

"Downtime" means the total amount of time during a calendar month, measured in minutes, during which access to the features and functions of the SaaS Service is not available and verified by Kyriba. Downtime does not include interruption of the SaaS Services during any Regularly Scheduled Maintenance Period, Customer-caused outages or disruptions, outages caused by Customer's or Users' telecommunications and/or Internet services, software or hardware not provided and/or controlled by Kyriba (including third party software, networks or sites that are accessed or linked through the SaaS Services), or outages caused by disruptions attributable in whole or in part to Force Majeure Events.

"Non-Regularly Scheduled Maintenance" means maintenance performed by Kyriba outside of the Regularly Scheduled Maintenance Period for which Kyriba has provided Customer with at least two calendar days prior written notification (which may be through email or a message on the console). The notification period hereunder is subject to change from time to time at Kyriba's sole discretion.

"Regularly Scheduled Maintenance Period" means the time period that Kyriba reserves for scheduled maintenance as set forth herein, which may be subject to change from time to time at Kyriba's sole discretion.

"System Availability" means, with respect to a particular calendar month, the percentage derived by dividing (x) the total possible minutes of system availability during such month minus the total minutes of Downtime during such month, divided by (y) the total possible minutes of system availability of the SaaS Services during such month.

"Unavailability" means that the access to features and functions of the SaaS Services are unavailable as determined by Kyriba's monitoring system designed to determine the status of the platform through a periodic poll status of each sub-system and component.

#### 2. Scheduled/Unscheduled Downtime

Kyriba will provide release management and change control services to ensure that servers, network devices, storage, operating system software, utility software, and applications are updated, audited, and logged; and that new releases, patch releases, and other new versions are implemented as deemed necessary by Kyriba to maintain the SaaS Services. Customer understands and acknowledges that the

## ATTACHMENT J.11

SaaS Services serve many clients, and Kyriba is permitted to make changes to the hosting environment, network, telecommunications, data storage, and any/all other information technology infrastructure or environment that are involved, without seeking or obtaining any consent from Customer. The Regularly Scheduled Maintenance Period is between the hours of 6:00 p.m. and 3:00 a.m. during the work week in local time zone in which the support center is located or weekends. Kyriba will exercise commercially reasonable efforts to perform scheduled system maintenance during the Regularly Scheduled Maintenance Period, including maintenance of the hosting equipment, facility, software, or other aspects of the SaaS Services. Kyriba may interrupt the SaaS Services outside of the Regularly Scheduled Maintenance Period for Non-Regularly Scheduled Maintenance or Emergency Maintenance. Kyriba will at all times endeavor to keep any service interruptions to a minimum.

Kyriba reserves the right to change the aggregated times set forth in the scheduled maintenance table below, provided that Kyriba endeavors to provide 5 days' prior notice to Customer by a message on the console and/or an email that contains links to the release notes. The notification period hereunder is subject to change from time to time at Kyriba's sole discretion.

Scheduled Maintenance Table

Frequency of Regularly Scheduled Maintenance	Purpose of Regularly Scheduled Maintenance	Maximum Duration of Regularly Scheduled Maintenance
Weekends, as needed	Minor system, database, application or hardware maintenance	4 hours during weekends
Once per calendar month	Major maintenance or upgrades	8 hours during weekends

### 3. System Performance

(a) **System Availability.** Kyriba will undertake commercially reasonable measures to ensure that System Availability equals or exceeds 99.9% during each calendar month (the "Service Standard").

(b) **Exclusion.** Services designated in writing as training, beta, limited release, developer preview, development or test bed environments, or by descriptions of similar meaning are excluded from this SLA. Kyriba shall have no obligations under this SLA during any period in which Customer is in material breach of the Terms, including any period in which Customer has failed to meet its payment obligations thereunder, or this SLA. In addition, Kyriba is not responsible for any Downtime resulting from the following, which would not be included in the calculation of Downtime or System Availability:

- any Regularly Scheduled Maintenance Period;
- outage due to failure of Customer's software or equipment that is not a supported platform for the use of the SaaS Services or incompatible with the SaaS Services;
- Customer-caused outages or disruptions;

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- outages caused by Customer's or Users' telecommunications and Internet services, software or hardware not provided and controlled by Kyriba (including third party software, networks or sites that are accessed or linked through the SaaS Services);
- other outages due to inability of Customer to access the internet and/or SaaS Services, where inability to access the internet or website is not the result of a failure by Kyriba or its website;
- lack of availability or untimely response of Customer's personnel to incidents that require Customer's participation for problem source identification and/or problem resolution;
- lack of or poor performance of Customer's systems; or
- outages caused by disruptions attributable in whole or in part to Force Majeure Events.

### 4. Measurement and Reports

(a) **System Monitoring and Measurement.** Kyriba will provide monitoring of System Availability on an ongoing basis. Kyriba may use its reasonable discretion in selecting the tools and procedures used in measuring and monitoring Kyriba's performance, provided that such tools and procedures are sufficient to enable Kyriba to calculate and monitor accurate System Availability. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the Term. Availability of access to the features and functions of the SaaS Services is determined through the use of a dedicated tool monitoring the status of the platform, which provides a periodic status of each of the sub-systems or components. Based on this information a global platform status is calculated.

(b) **System Performance Reports.** Customer may access System Availability reports at Kyriba Social <http://kyriba.force.com/social/Login> at any time. At Customer's written request, Kyriba shall provide reports to Customer setting forth a calculation of System Availability for the relevant preceding period. If Customer disagrees with any measurement or other information set forth in any such report, it must so inform Kyriba in writing within ten (10) business days after receipt thereof, provided that the accuracy of any such report shall be deemed conclusive unless such written notice is provided by Customer within such 10-day period. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. Kyriba and Customer shall in good faith work together to settle any such disputes regarding System Availability and/or related measurements in a timely manner.

### 5. Customer Requirements

(a) **Minimum System.** The Service Standard set forth in this SLA assume that Customer and/or Users, as applicable, use support versions of browsers as specified in the Kyriba Enterprise Technology Guide.

(b) **Additional Customer Obligations.** Customer is responsible for maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing. Customer is responsible for correctly configuring its systems in

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accordance with any reasonable instructions provided by Kyriba, as may be reasonably necessary for the provision of access to the features and functions of the SaaS Services.

(c) **Reporting of Downtime:** Downtime will be deemed to begin when Kyriba first becomes aware of such Downtime from its monitoring system.

(d) **Non-Performance by Customer.** The obligations of Kyriba set forth in this SLA will be suspended to the extent any failures to meet such obligations result in whole or in part from Customer's or its Users' failure(s) to meet the foregoing obligations.

### 6. Remedies

(a) **Credits Against Fees.** In the event System Availability is less than 99.9% in any particular calendar month, Customer will be entitled to credits against its subsequent payment obligations (as set forth in Order Schedule) equal to a percent of the Fees paid by Customer during such calendar month for the SaaS Services, according to the credit table below. Any credits hereunder shall be applied to the next invoice issued by Kyriba; provided that if such credit has not been issued or used prior to the termination date or expiration of the Terms, then Kyriba shall make a cash payment to Customer in an amount equal to the then remaining service balance.

(b) **Customer Must Request Service Credit.** In order to receive any of the credits described above, Customer must notify Kyriba within thirty days from the time Customer becomes eligible to receive a credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

Credit Table

System Availability	Credit Amount
98.0 – 99.9%	5% of Fees for the SaaS Services in month (or if the fee is an annual fee then 5% of 1/12 of the annual fee)
97.0 – 97.99%	10% of Fees for the SaaS Services in month (or if the fee is an annual fee then 10% of 1/12 of the annual fee)
96.0 – 96.99%	15% of Fees for the SaaS Services in month (or if the fee is an annual fee then 15% of 1/12 of the annual fee)
< 96.00%	20% of Fees for the SaaS Services in month (or if the fee is an annual fee then 20% of 1/12 of the annual fee)

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In no case shall the total credit amount for any month exceed 20% of Fees for the SaaS Services for that month.

(c) **Exclusive Service Credits.** Customer's rights under this Section 6(a) are Customer's sole and exclusive remedy and Kyriba's sole and exclusive liability in respect of any Downtime or any failure by Kyriba to meet the Service Standard described herein.

### 7. Data Backup and Retention

(a) **Backup Retention and Recovery of Customer Data.** Kyriba provides an Active/Standby mode for backup and recovery of Customer Data, in which data and servers are replicated. A customer is hosted on a primary site or region at any given time. In this configuration, servers from data center A are replicated to data center B, and the same operation is done with data center B to data center A. As a part of the SaaS Services, Kyriba is responsible for maintaining a backup of Customer Data in one of its two data centers, for an orderly and timely recovery of such data in the event that the SaaS Services may be interrupted.

- Production Platform

Production Scheduled Backup Table

Type of Back-Up	Frequency of back-up	Retention Period	Description
Full Back-Up	Weekly	10 years	Full server backup
Daily Incremental Files	Daily	30 days	All Customer and Kyriba Data

- o Platform Sandbox

Sandbox Scheduled Backup Table

Type of Back-Up	Frequency of back-up	Retention Period	Description
Full Back-Up	Weekly	3 months	Full server backup
Daily Incremental Files	Daily	15 days	All Customer and Kyriba Data

(b) **Recovery of Archived Data.** Kyriba will exercise commercially reasonable efforts to restore data files from archives as quickly and as reasonably practicable. Customer Data older than twenty-four (24) months may be archived.

(c) **System Recovery.** In case of system failure, data corruption and/or data loss, or in the event of destruction of the secure data center hosting the Kyriba systems, Kyriba shall use its commercially reasonable efforts to ensure that the minimum necessary recovery services are carried out with a recovery time objective of 6 hours and a recovery point objective of 2-hours.

## 8. Customer Support

(a) **Technical and functional Support Hours.** The subscription to the SaaS Services provides access to Kyriba Customer Support. Kyriba Customer Support is provided by client support centers covering three regions: EMEA, APAC, and AMERICAS.

Customer will receive support in the support center in the region in which it is located, unless Customer pays the additional subscription fee for a specific region. If Customer requires support in another geographical area, it may subscribe to and pay the additional fee for that region. Kyriba also offers optional support packages as set forth herein, at an additional cost, offering extensive coverage as well as personalized service options.

- Support Communication

Communication will be in the designated language(s) for each support center as set forth in table 8(a) below. Customer may contact Kyriba Customer Support in the following ways:

- Telephone during the primary hours only,
- Email any time at [customer\\_support@kyriba.com](mailto:customer_support@kyriba.com), and
- Web any time through the Kyriba Social customer portal.

Customer can have two (2) designated support contacts, a main user and a backup for each contracted region of support. These contacts are required to be trained Users with sufficient knowledge of the application to serve as a central point of communication between other Users and Kyriba Customer Support. In addition, Customer will provide a 'support contact' email address that will be used for communication between Kyriba and Customer. It is suggested that this email address be a group email address containing a distribution to all of the Users to receive alerts from Kyriba Customer Support. These alerts are also available on the Kyriba Social customer portal and will be sent by email only to the designated 'support contact' email address.

Support will be delivered according to the response times described in table 8(b).

- Multi-Center Support (optional)

Multi-Center Support is an option, at additional cost, providing additional regional coverage:

- Access to all support centers during primary hours as set forth in table 8(a) below,

## ATTACHMENT J.11

- Additional number of support contacts allowed (up to 5 maximum number of total support contacts) per region as well as additional contacts for client access to Kyriba Social (up to 5 additional contacts), and
  - Each support contact would contact the appropriate support center nearest to their region. For example, a European support contact would contact EMEA Support Center.
- Premium Support (optional)

Premium Support is an option, at additional cost, providing additional coverage and services:

- Access to all support centers during primary hours as set forth in table 8(a) below,
  - A special telephone number with priority access,
  - Dedicated monitoring that includes the integration of bank statements and the payments sent out to the banks (ACK Levels 1 & 2),
  - Additional number of support contacts allowed (up to 5 maximum number of total support contacts) as well as additional contacts for Customer access to Kyriba Social (up to 5 additional contacts), and
  - A unique “Support Account Manager” that knows Customer’s environment and procedures, including:
    - Regularly scheduled account review meetings.
    - Status report and history of Customer’s requests.
    - Proactive communication on platform incidents and bank communication status.
- Platinum Support (optional)

Platinum Support is an expanded option, at additional cost, which includes all premium support offering listed above and in addition:

- Additional number of support contacts allowed (up to 9 maximum number of total support contacts) as well as additional contacts for Customer access to Kyriba Social (up to 9 additional contacts),
- Individualized and customized monitoring as pre-determined in conjunction with Customer set up. (Ex: bank cash balance variances monitoring, analysis and resolution, rejected payment monitoring ACK Level 4, Inbound & Outbound file integration with ERP, Sandbox setup and monitoring),
- Direct dedicated phone number to contact the Support Account Manager and team in order to receive the expected reactivity,

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- Functional Assistance / Webex User Training. Allocation of hours for consulting (8 hours / month) utilized for user training, existing functionality or module optimization, documentation writing, and setup assistance,
  - Yearly Plus Session in order to provide an analysis and evaluation of existing configuration and supply recommendations for creating further workflow efficiencies. Kyriba product expert will evaluate and document potential enhancements that would create additional efficiencies in operations and workflow, and
  - Onsite visit twice a year with the Support Account Manager for 6-month recap with case analysis, defect review, potential development requests, and consulting hours delivered as well as new release notes presentation.
- Enhanced Security Services (optional)

Enhanced Security Services is an option, at additional cost, providing additional services:

- Completion of Customer Annual Security Questionnaire: Customer may submit a security questionnaire to Kyriba for completion within 30 days,
- Annual Penetration Testing of Kyriba Application: In partnership with Kyriba, Customer can conduct an authenticated penetration test of Kyriba's non-production environment,
- Annual Customer Audit of Kyriba: In addition to our Security and Compliance Document Bundle, Kyriba will provide audit evidence on the topics of Change Management, Incident Management, Backups, Disaster Recovery Testing, Vulnerability Management, Patching and Security Awareness Training.

- Premium Advanced Security Services (optional)

Premium Advanced Security Services is an option, at additional cost, providing additional services:

- Completion of Customer Annual Security Questionnaire: Customer may submit a security questionnaire to Kyriba for completion within 30 days,
- Annual Penetration Testing of Kyriba Application: In partnership with Kyriba, Customer can conduct an authenticated penetration test of Kyriba's non-production environment,
- Annual Customer Audit of Kyriba: In addition to our Security and Compliance Document Bundle, Kyriba will provide audit evidence on the topics of Change Management, Incident Management, Backups, Disaster Recovery Testing, Vulnerability Management, Patching and Security Awareness Training,
- Customer Priority warning in the event of a Security Breach: In the event of a Security Breach, Kyriba will prioritize notification to Premium Advanced Security Customer, and provide notification no later than 48 hours after confirmation of a Security Breach



## ATTACHMENT J.11

- Dedicated Kyriba Customer Service Specialist in the event of a Security Breach: Premium Customer is assigned a dedicated Customer Service Specialist in the event of a Security Breach. The Customer Service Specialist will be the single point of contact for Customer, and
- Annual Onsite Meeting with Kyriba Technology Executives: Annually, Kyriba shall invite Customer to sit down with Kyriba’s Key Technology Executives to discuss Technology Roadmap and hear Customer’s direct security feedback.
- Kyriba Social Customer Portal

Kyriba provides users access to the Kyriba Social customer portal, the online support portal. It provides clients a knowledge base with a peer-to-peer interactive social forum, ideas portal and a discussion forum. Two (2) users per company may access the portal and this can be increased up to 5 maximum total users under the Premium Support option. The Kyriba Social customer portal provides access to the following.

- Knowledge Base - Kyriba product information, including user guides and release notes.
- Case Management - open new cases with Kyriba Customer Support and monitor case status.
- Forum - Ask questions of the Kyriba user community and interact with fellow Kyriba users.
- Ideas - Contribute ideas on new product and service enhancements to Kyriba’s product development team. Comment and vote on ideas suggested by fellow Kyriba users.
- Status - View platform and bank connectivity status and learn what’s new at Kyriba.

**Support Availability Table 8(a)**

Support level			AREA		
			America	EMEA	Asia-Pacific
Support languages			English / Spanish	French/English/Spanish	English/Mandarin/Japanese
Primary time	Monday to Friday	All priorities	08H00 A.M-08H00 P.M EST	08H30 A.M-5H00 P.M CET 08H00 A.M-6H00 P.M CET* 09H00 A.M-6H00 P.M BST 08H30 A.M-5H00 P.M UAT**	08H30 A.M-05H00 P.M SST
Secondary time	Friday to Monday and bank holidays Monday to Thursday + Sunday except bank holidays (for United Arab Emirates only)	Priority 1 Only	08H00 A.M-08H00 P.M EST	8H30 A.M-5H00 P.M CET	8H30 A.M-5H00 P.M SST
Phone call	Primary time only		From the USA: + 1 877 676 0468 Outside the USA: +1 914 219 1890	France:+331 77 92 17 10 United Kingdom: +44 20 78 06 88 80 United Arab Emirates: In progress	Singapore: + 65 3157 3189 Japan: + 81 3 4589 9420
Email	Any time	Depending on priority and time	<a href="mailto:customer_support@kyriba.com">customer_support@kyriba.com</a> (In French, English and Spanish) <a href="mailto:na_kyribasupport@kyriba.com">na_kyribasupport@kyriba.com</a> (In English only) <a href="mailto:japan_support@kyriba.com">japan_support@kyriba.com</a> (In Japanese only)		

*\*Premium Support only*

*\*\*Covering Sunday*

[na\\_kyriba.support@kyriba.com](mailto:na_kyriba.support@kyriba.com) is AMERICA only in addition to “English only”.

**(b) Kyriba Support Response.** Kyriba shall respond to support requests based on the priority level assigned to each request as determined by both Customer and Kyriba and as described below.

Support Priority Response Table

ATTACHMENT J.11

Priority	Description	Kyriba Response Guidelines
<p>Priority 1</p> <p><i>Critical Customer Support Incidents</i></p>	<p>Priority 1 means an error of the most critical nature that causes the SaaS Services to cease operating or results in Downtime.</p> <p>This category is characterized by the following:</p> <ul style="list-style-type: none"> <li>• service unavailability</li> <li>• actual or alleged security breaches.</li> </ul>	<p>Kyriba responsibilities include:</p> <ul style="list-style-type: none"> <li>• primary Hours: &lt; 30-minutes response</li> <li>• secondary Hours: &lt; 4 hours- response</li> <li>• Kyriba will assign resources in order to resolve the issue or to propose a work around to the issue</li> <li>• Customer is notified of issues within 15 minutes of confirming issue</li> <li>• follow-up status communicated to Customer every 4 hours and/or posted on alternate site with Kyriba staff available for contact by Customer with 2-hour response.</li> </ul>
<p>Priority 2</p> <p><i>Urgent Customer Support Incidents</i></p>	<p>Priority 2 means an error which degrades services performance, and impairs services functionality.</p>	<ul style="list-style-type: none"> <li>• Primary Hours: &lt; 2-hours response.</li> <li>• Kyriba will make best efforts to resolve or to propose a workaround within 2 business days.</li> </ul>
<p>Priority 3</p> <p><i>Non-Service Impacting and Informational Inquiries</i></p>	<p>Priority 3 means issues with service enhancement initiatives that are low priority and not time sensitive including, but not limited to, subscriber requests for information and instructions</p>	<ul style="list-style-type: none"> <li>• Primary Hours: &lt; 8-hours response.</li> <li>• Kyriba will resolve in</li> </ul>

ATTACHMENT J.11

	for normal operations. These include, but are not limited to, cosmetic or minor flaws in the SaaS Services that have little to no impact on normal business operations, suggestions from Customer for enhancements, or requests from Customer for new services or modifications to the existing SaaS Services.	accordance with its normal product development schedule.
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The Kyriba Sales (Account Management) Department will manage support requests from Customer relating to the following:

- (1) establishment of bank connection, FTP connection or network configuration;
- (2) consulting/professional service requests such as application settings and new module configuration;
- and
- (3) any training.

These requests will be coordinated with Kyriba's Consulting team, once written approval by Customer for the corresponding work has been received.

# ATTACHMENT 12

## Acceptable Use Policy

Last updated: January 17, 2018

### SCOPE

This Acceptable Use Policy (“AUP”) governs the use of the treasury management solution, software-as-a-service platform, products, services and other offerings (the “Services”) made available by Kyriba Corp., and/or its suppliers, affiliates and subsidiaries (collectively, “Kyriba”). This AUP is an integral part of your agreement with Kyriba and is incorporated by reference into the terms pursuant to which Kyriba provides you the right to access and use the Services (the “Agreement”). The purpose of this AUP is to describe permissible and impermissible use of the Services and to ensure that the use of the Services is in compliance with applicable laws, rules and regulations. “You,” “your,” or “Customer,” refers to you, a user of the Services.

By using the Services, Customer agrees to comply with this AUP. Kyriba reserves the right to change or modify the terms of this AUP at any time, effective when posted on Kyriba’s web site at [www.kyriba.com](http://www.kyriba.com). Customer’s use of the Service after changes to this AUP are posted shall constitute acceptance of any changed or additional terms.

### PROHIBITED ACTIVITIES

The prohibited uses described in this section are intended as general guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list.

#### General Prohibitions

Customer shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws, rules, and regulations, including those related to the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, the HK Prevention of Bribery Ordinance 1970, the Singapore Prevention of Corruption Act (Cap. 241), export control, spamming, privacy, data protection, intellectual property, consumer and child protection, pornography, obscenity or defamation. Customer agrees that it will not, and will not permit any employee or service provider of Customer who has been assigned a unique user name and password and issued a service token to access and use the Services (“Authorized User”) or other third party to: (a) copy, modify, adapt, alter, translate, display or use the Services, except as expressly allowed herein or in the applicable documentation; (b) sublicense, lease, rent, loan, distribute, resell, provide access to the Services on a time-share or service bureau basis, or otherwise transfer the Services, including, as applicable, the documentation, software, associated user interfaces, help resources, and any related technology or services Kyriba makes available via the Services and the internet, and all updates and upgrades thereto, if any, to any third party; (c) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services; (d) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of Kyriba in and to the Services; (e) obliterate, alter, or remove any proprietary or intellectual property notices from the Services in physical or electronic form; (f) use the Services to interfere with, gain unauthorized access to, or otherwise violate the security of Kyriba’s or another party’s server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing; (g) use the Services to violate any applicable law, statute, ordinance or regulation; or (h) use the Services to transmit, publish, or distribute any material or information (1) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Services, (2) for which Customer does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party, or (3) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable.

For the avoidance of doubt, in using the Services, Customer shall be responsible for transmitting accurate, reliable, complete and up-to-date information and must not transmit any: (a) defamatory material of any person or persons; (b) obscene and offensive material; (c) any sexually explicit material; (d) any discriminatory material based on race,

sex, religion, nationality, disability, sexual orientation or age; and (e) any other material objectionable in relation to Customer's use of the Services.

### **Customer Information**

Uploading, inputting or storing information protected under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 or subject to the Health Information Technology for Economic and Clinical Health Act into the Services is prohibited.

### **U.S. Government Restricted Rights**

The Services are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Kyriba Corp. or one of its affiliates.

### **USER ACCOUNT**

Customer acknowledges and agrees that only Authorized Users are entitled to access the Services. Customer is responsible and liable for any violation of the terms and conditions of this AUP or the Agreement by any Authorized User.

Customer is solely responsible for the security of its login information, service token and similar access information (collectively "Login Information"), for the use or misuse of such Login Information and all activities that occur through the use of such Login Information or as a result of your access to the Services. Customer acknowledges and agrees that Kyriba may provide access to or use of the Services to anyone utilizing Customer's Login Information or who is otherwise authorized by Customer to use or access the Services on Customer's behalf. Customer will immediately disable such Authorized User's access if an Authorized User is no longer authorized to use the Login Information or otherwise use or access the Services.

Customer shall promptly notify Kyriba of any suspected or alleged violation of the terms and conditions of this AUP or the Agreement, and shall reasonably cooperate with Kyriba with respect to the investigation of any suspected or alleged violation of this AUP or the Agreement. Kyriba may suspend, modify, restrict or terminate any of all Services or Customer's access to the Services if Kyriba reasonably suspects or determines that any Authorized User has violated the terms and conditions of this AUP or the Agreement.

### **STATISTICAL DATA**

Kyriba may monitor, collect and use data pertaining to the use of the Services to extract, compile, synthesize, and analyze any non-personally and non-Customer identifiable data or information resulting from Customer's use of the Services ("Statistical Data").

Kyriba may only use Statistical Data for research, development (including to improve the Services and develop new products) and marketing purposes and may only publicly disclose such Statistical Data in an aggregated format that in no way identifies Customer, any particular Authorized User, and/or Customer's confidential information (e.g., Kyriba may disclose statistical and performance information related to the provision and operation of the Services, including aggregate number and volume of transactions processed for all its hosted customers).

### **CONTACT US**

If you have questions or concerns related to this AUP or if you become aware of any violation of this AUP by any person, please contact Kyriba as follows: ATTN: General Counsel, Kyriba Corp., 9620 Towne Centre Drive, Suite 250, San Diego, California 92121, [legal\\_corp@kyriba.com](mailto:legal_corp@kyriba.com).

## KYRIBA PROFESSIONAL SERVICES STATEMENT OF WORK

Customer Name: Government of District of Columbia

Document Version: v2

Document Date: June 27, 2019

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The enclosed material is proprietary to Kyriba and Customer and is therefore copyrighted. This document may not be disclosed in any manner to anyone other than the addressee and the employees of the addressed firm who are directly responsible for the evaluation of its contents. This document may not be used in any manner other than for the purpose that it was distributed. Any unauthorized use, reproduction, or transmission in any form is strictly prohibited.

Document Control

Version	Date	Sections Changed	Author	Description
1.0	11/8/18	All	[REDACTED]	Initial Version of SOW
2.0	5/6/19	Multiple	[REDACTED]	Updates



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## 1 Introduction

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## 2 Project Scope

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**3 Project Team**

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**4 Project Approach**



**4.1 Discovery**

#### 4.1.1 Project Kick-Off

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#### 4.1.2 Blueprint

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### 4.2 Configuration

#### 4.2.1 Build and Validate

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**4.2.2 Training**

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**4.3 User Acceptance Testing (UAT)**

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**4.4 Preparation and Go-Live**

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**5 Change Control**

[Redacted text]

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**6 Pricing and Commercial Terms**

**6.1 Professional Services Fees**

Contract Type: Fixed Price

**6.2 Expenses**

[Redacted text]

### 6.3 Expiration

[REDACTED]

### 6.4 Compliance with Laws

The parties shall perform their obligations hereunder in compliance with applicable laws, rules and regulations. In the event Kyriba is performing bank connectivity services for Customer, Customer shall not instruct Kyriba to connect with any sanctioned or embargoed banks or cause Kyriba to violate any export control laws. If the foregoing obligation is violated, Kyriba may immediately terminate this SoW and or the Agreement, and terminate, suspend or modify the bank connectivity.

Appendix A: Assumptions and Scope Details

General Assumptions

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## Customer Scope Assumptions

### 1 Bank Connectivity

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**2 Cash Management**

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### 3 Cash Forecasting

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### 4 Advanced Forecasting

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### 5 Cash Accounting

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6 Payments (including Direct Debits)

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## 7 Financial Transactions

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[Redacted]

### 7.1 Debt Position Keeping

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### 7.2 Investments Position Keeping

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[Redacted]

8 Debt & Investments Financial Accounting

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**9 Bank Account Management**

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**10 Bank Fee Analysis**

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**11 Multi Factor Authentication**

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**12 Enterprise SSO (Single Sign On)**

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Appendix B: Payments Matrix

BANK GROUP	MODE	OPERATION TYPE	INITIATING BANK BRANCH COUNTRY	DESTINATION BANK BRANCH COUNTRY	COUNTRY SPECIFIC	FX	SIGNATURE / WORKFLOW	DATA SOURCE	PROTOCOL
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	US United States of America	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	US United States of America	[REDACTED]	Same currency	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	US United States of America	[REDACTED]	N/A	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	US United States of America	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	US United States of America	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	US United States of America	[REDACTED]	Same currency	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	US United States of America	[REDACTED]	N/A	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	US United States of America	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	US United States of America	[REDACTED]	Same currency	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	US United States of America	[REDACTED]	N/A	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	US United States of America	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Appendix D: Signature

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