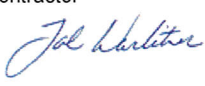



AWARD/CONTRACT		1. Solicitation Number CFOPD-19-R-015		Page of Pages			
				1	63		
2. Contract Number CFOPD-19-C-015		3. Effective Date See 20C		4. Requisition/Purchase Request/Project No.			
5. Issued By Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite E620 Washington, DC 20024		Code		6. Administered By (If other than line 5)			
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Deloitte Consulting LLP 1919 North Lynn Street Arlington, VA 22209-1742 Attn: Tab Warlitner; Tel: 571-814-7890 twarlitner@deloitte.com				8. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule Section F)			
				9. Discount for prompt payment			
				10. Submit Invoices in accordance with Section G.3			
Code		Facility		Item			
11. Ship to/Mark For Office of the Chief Financial Officer Office of the Chief Information Officer Suite W350 1101 4th Street, S.W. Washington, DC 20024		Code		12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable 1100 4th Street, SW Suite E600 Washington, DC 20024			
13. Contract Type: Firm Fixed Price with a Requirements Component				14. Accounting and Appropriation Data			
15A. Item	15B. Supplies/Services			15C. Qty	15D. Unit	15E. Unit Price	15F. Amount
1	EFS Organization Change Management			1	Lot	\$1,273,930	\$1,273,930
Total Amount of Contract							\$1,273,930
16. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	36
x	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
x	C	Description/Specifications/Work Statement	4	x	J	List of Attachments	62
x	D	Packaging and Marking	17	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
x	E	Inspection and Acceptance	18		K	Representations, Certifications and Other Statements of Offerors	
x	F	Deliveries or Performance	19		L	Instructions, conditions & notices to offerors	
x	G	Contract Administration Data	21		M	Evaluation factors for award	
x	H	Special Contract Requirements	26				
Contracting Officer will Complete Item 17 or 18 as Applicable							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1 pdf</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) Tab Warlitner, Principal				20A. Name of Contracting Officer Anthony A. Stover, CPPO or Dorothy Whisler Fortune, Esq., CPPO			
19B. Name of Contractor  (Signature of person authorized to sign)			19C. Date Signed 28 June 2019	20B. District of Columbia  (Signature of Contracting Officer)		20C. Date Signed 7-15-19	

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

The Office of the Chief Financial Officer (OCFO) for the District of Columbia (District), Office of Contracts, requires the Contractor to provide Organizational Change Management (OCM) services to scope, plan and implement the organizational changes required to support the new Enterprise Financial System (EFS). The Contractor shall assist the District and the strategic partner (EFS Contractor) implementing the financial and accounting solution and the planning and budgeting solution in identifying efficiencies leading to re-engineering the business processes supporting the new systems that align with the legislative and regulatory requirements governing the District's activities. The Contractor shall create documentation, including training materials and job aids, to support the new business processes and the new systems.

B.2 CONTRACT TYPE

This is a Firm Fixed Price contract for the Blueprint and Operations services with a Requirements component for the implementation services based on firm, fixed unit prices.

B.3 PRICING SCHEDULE

- B.3.1 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated in the Pricing Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements. The Contractor shall not be responsible for providing services in the event the maximum contract amount is reached until the parties execute a written modification to the contract.
- B.3.2 The stated fixed unit prices shall be inclusive of all the Contractor's direct cost, indirect cost, and profit including travel, material, and delivery. The price shall include all cost associated with the services described in and required by the Contract.
- B.3.3 The Contractor's pricing worksheets are contained in **Attachment J.11, Pricing Schedules** and **Attachment J.17, Implementation Resource Plan – with Rates**.

B.4 PRICE SUMMARY**B.4.1 Firm Fixed Price Component: Blueprint Services (Six months)**

Item Description	Total Price
Blueprint Phase Workplan - (Section C.5.3(a))	\$25,479
Change Management Strategy - (Section C.5.3(b))	\$89,175
Organizational Change Management Plan - (Section C.5.3(c))	\$267,525
Change Management Work Plan - (Section C.5.3(d))	\$178,350
Stakeholder Analysis Report (Section C.5.3(e))	\$114,654
Initial Organizational Change Management Assessment - (Section C.5.3(f))	\$229,307
Communication Strategy - (Section C.5.3(g))	\$50,957
Communication Plan - (Section C.5.3(h))	\$76,436
Quality Assurance Plan - (Section C.5.3(i))	\$63,697
Initial Training Strategy and Plan - (Section C.5.3(j))	\$140,132
Status Reports - (Section C.5.3(k))	\$38,218
Total, Pricing Components	\$1,273,930

B.4.2 Total Price Summary

Description	Base	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6	Total
Blueprint	\$1,273,930							\$1,273,930
Implementation		\$4,786,897	\$3,736,749	\$2,953,546	\$2,367,670	\$880,119	\$0	\$14,724,981
Contract Year Total	\$1,273,930	\$4,786,897	\$3,736,749	\$2,953,546	\$2,367,670	\$880,119	\$0	
Grand Not to Exceed Total								\$15,998,911

[End of Section B]

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 **INTRODUCTION**

- C.1.1 The OCFO for the District, Office of Contracts requires the Contractor to provide OCM services for the Blueprint and Implementation Phases (defined below) for the new EFS. The new EFS will be an Oracle Cloud solution including Enterprise Resource Planning (ERP) and Enterprise Performance Management (EPM) components. The District is seeking to deploy functionality to support business processes for Financial Management, Grants and Project Accounting, Purchasing, and Planning and Budgeting.
- C.1.2 The new EFS solution shall replace the District's mainframe-based financial System of Accounting and Reporting (SOAR), better known commercially as R*STARS, as well as replacing other legacy District systems. At the end of the Blueprint Phase (defined below), the selected Contractor shall have full understanding of the organizational change management scope.

C.2 **GLOSSARY**

See **Attachment J.21** for the glossary of relevant terms contained herein.

C.3 **BACKGROUND**

- C.3.1 In 1999, the District implemented SOAR. Interface files from agency systems are uploaded to SOAR each night allowing the SOAR system to record financial transactions, make payments to vendors for services and goods provided, record and depreciate assets, manage fund transfers for payments and refunds, record journal adjustments, and at the end of the fiscal year create the Comprehensive Annual Financial Report (CAFR) and the accompanying Popular Annual Financial Report (PAFR).
- C.3.2 There are various interfaces to SOAR from other systems, such as Ariba for procurement, Peoplesoft for payroll, the Budget Formulation Application (BFA) for budgetary controls on spending and obligations, and GenTax for tax data.
- C.3.3 In June 2019, the District awarded contract CFOPD-19-C-001 for a Contractor to provide services to scope, plan, and implement a new Enterprise Financial System (EFS). The selected Contractor for the new system will be identified herein as the "EFS Contractor."

C.4 **SCOPE OF SERVICES**

C.4.1 **Organizational Scope**

- C.4.1.1 The services in this contract shall encompass all of the OCFO and its central financial operations offices which are the following: Office of Budget and Planning (OBP), the Office of Finance and Treasury (OFT), the Office of Financial Operations and Systems (OFOS), the Office of Revenue

Analysis (ORA), and the Office of Tax and Revenue (OTR). In addition to the central offices, the six-agency financial operation clusters are included in the organizational scope of this project: Economic Development and Regulation, Government Operations, Government Services, Human Support Services, Public Safety and Justice, and Education. Also included in the scope are three additional District organizations: Office of Lottery and Charitable Games, Events DC, and the United Medical Center (a nonprofit hospital).

C.4.1.2 See **Attachment J.16** for an overview of the OCFO organizational structure.

C.4.1.3 There will be approximately 700 to 900 system users of the new EFS.

C.4.2 Software Scope

C.4.2.1 The EFS Contractor shall implement the following Oracle Cloud modules:

- a) Oracle Financial Cloud Services
 - General Ledger
 - Accounts Payable
 - Accounts Receivable
 - Fixed Assets
 - Cash Management
- b) Oracle Purchasing Cloud Services
 - Oracle Purchasing Cloud services
 - Oracle Supplier Portal Cloud services
- c) Oracle Project Cloud Services
 - Project Costing
 - Project Billing
- d) Oracle Grants Management Cloud Services
- e) Oracle Planning and Budgeting Cloud Services
- f) Oracle Advanced Access Controls Cloud Services
- g) Oracle Advanced Financials Controls Cloud Services

C.4.2.2 The EFS Contractor shall confirm if components of Oracle HCM Cloud Services will be required to interface with the PeopleSoft HR/Payroll application operated by the Mayor's Office of the Chief Technology Officer (OCTO) for purposes of accessing personnel data for budgeting and passing labor distribution data resulting from the District's payroll to the new EFS.

C.4.2.3 The District, at its discretion, reserves the right to add or remove functionality or modules and the associated services.

C.4.3 Project Timing

NOTE: *The major segments of this project, Blueprint and Implementation, will be referred to as "phases" of the project. During the Implementation Phase, the periodic roll-out of production dates by agency/cluster will be referred to as "waves" of the Implementation Phase.*

C.4.3.1 Blueprint Phase - The Blueprint Phase is expected to span up to six months and include all DC

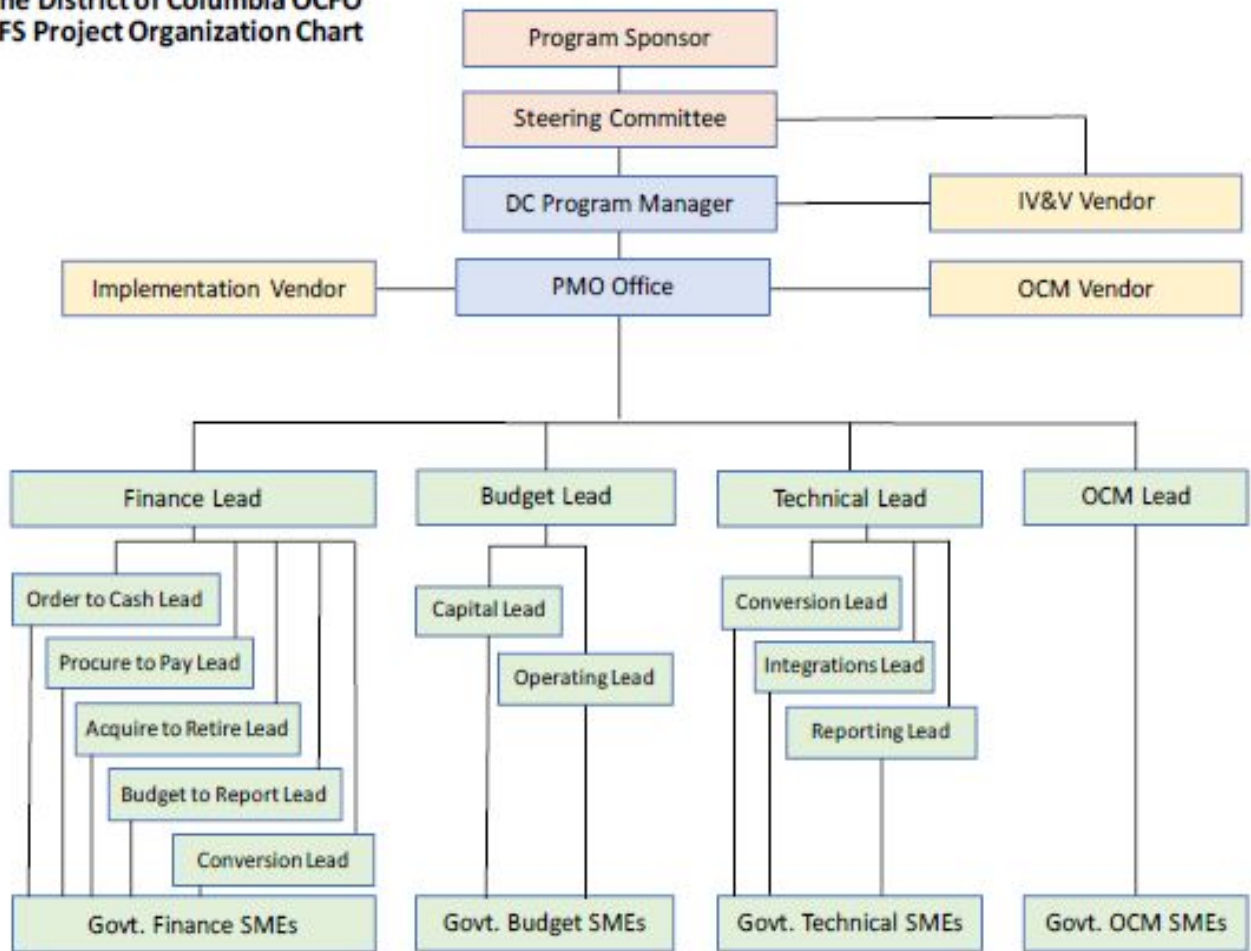
agencies as listed in Section C.4.1.1 At the end of the Blueprint period, the Contractor, with the support of the District, will re-examine all implementation assumptions and confirm the scope for planned implementation services..

- C.4.3.2 Implementation Phase - The Contractor shall analyze all the assumptions during the Blueprint Phase. The District's initial assumptions regarding the EFS implementation timing include:
- a. The District estimates a project timeline of approximately five years for project implementation.
 - b. Following the Blueprint Phase, Wave 1 of the Financial implementation will be deployment for the OCFO and the central financial operations offices of the OCFO (see C.4.1) at the beginning of FY2021. (See paragraph f below regarding the deployment of Planning and Budgeting.)
 - c. Deployment for Waves 2 through 7 will be six agency 'clusters' at intervals of no more than six months each. See Section C.4.1 for the six clusters. In addition to the six agency 'clusters', the Contractor shall recommend (as result of Blueprint Phase analysis) which of the six 'cluster' deployments will include The Office of Lottery and Charitable Games, Events DC, and United Medical Center.
 - d. Following the go-live for Implementation Wave 1, the District will be in a transition period with two accounting systems operating – SOAR and the new EFS. The District's initial assumption is that SOAR will remain the system of record and the CAFR will continue to be produced from SOAR until all agencies have been deployed at the end of Wave 7. This is expected to require Contractor-developed interfaces and crosswalks between SOAR and the new EFS during the transition period.
 - e. The District currently uses Ariba for contracting and procurement, which is operated and supported by the Mayor's Office of the Chief Technology Officer (OCTO). Its initial assumption is that Ariba will continue to be used following deployment of the new EFS. The District's initial assumption is that SOAR will remain the system of record and the CAFR will continue to be produced from SOAR until all agencies have been deployed at the end of Wave 7. This is expected to require Contractor-developed interfaces and crosswalks between SOAR and the new EFS during the transition period.
 - f. The deployment for Planning and Budgeting may be delivered on a different timeline due to the budget cycle. The District expects that, when Planning and Budgeting goes live, all agencies will use it for developing the budget. The timing of the go-live and how the timing impacts the District's annual budget cycle is to be assessed by the Contractor. This transition will require interim Contractor-developed crosswalks between the new system and the legacy systems at a minimum, until Wave 7 when all agencies are using the new EFS for accounting and budget control.
 - g. The support period will be 60 days of post-production change management support following go-live of each Wave into production.

C.4.4 Anticipated Project Organization

- C.4.4.1 The following chart provides a high-level governance and anticipated organizational structure for the District EFS Implementation. The Contractor shall have, at the minimum, OCM and Training leads, Course developer/Trainer SMEs and OCM Analysts.

**The District of Columbia OCFO
EFS Project Organization Chart**



- C.4.4.2 The District will follow standard project management principles to secure executive sponsorship, system setup and configuration decisions, to-be business process approval, and to ensure effective planning of project activities and utilization of resources.
- C.4.4.3 The Program Sponsor will be responsible for executive communications on project- related matters, providing executive input to the Steering Committee, and setting the high-level strategy for the project. The Program Sponsor will negotiate and determine the availability of District project resources as required.
- C.4.4.4 The Steering Committee members will be responsible for communications on project- related matters, providing input to the Project Management Office, disseminating project information within their organizations, and advocating for the implementation of approved standardized business processes and data across all agencies and departments. The Steering Committee will forward to the Contracting Officer any requests to approve all significant modifications to designed business processes and other significant changes to the system as delivered.
- C.4.4.5 The PMO will be led by the District Program Manager, who is a 100% dedicated critical resource. Working with the Implementation Services Project Manager and the OCM Services Project Manager, the Program Manager will also be responsible for making recommendations to

the Steering Committee after reviewing all standardization and/or configuration of the EFS as provided by the Functional/Process Area Teams. The PMO will also review and provide resolution to project issues submitted by the project team and, if needed, will submit/escalate project issues to the Steering Committee. The PMO ensures compliance with EFS Implementation goals, objectives, project management guidelines, project standards, project scope, quality management, project budget, reporting and documentation procedures. It ensures District project staff and Contractor resources are leveraged effectively across the project and reviews and recommends approval of project deliverables. Finally, the PMO is responsible for managing the project work plan and overall project budget, monitoring activities of the EFS Implementation team, timelines, issues and risks. This includes overall responsibility for reporting regularly on the status of project activities, milestones, and deliverables.

C.4.4.6 The OCM team will oversee the organizational change management, communication and training needs of end-users. These teams will submit unresolved project issues to the PMO, as needed.

C.4.4.7 The EFS Implementation will be overseen by an independent IV&V Contractor. The EFS Contractor and OCM Contractor shall be expected to meet with the IV&V Contractor and provide project information regarding status, progress, issues, and impediments to the IV&V Contractor on a regular basis throughout the implementation project.

C.4.5 District Resources Provided

C.4.5.1 The District will provide workspace for Contractor's personnel to include utilization of District printers, copiers, workspace, network and internet access. The District will provide computer equipment for use by the Contractor's personnel to include laptops as necessary, and members of the Contractor's team shall conduct project-related business using the District's provided computers and network. The computer equipment provided uses the standard OCFO image that includes the Office 365 application suite and OneDrive. The District will also provide a shared online repository (e.g., SharePoint) for the tracking and storage of all draft and final deliverables and work products produced throughout each phase of the Blueprint, Implementation and support period. As required, the District will provide adequate facilities required for project meetings, project team training and end-user training.

C.4.5.2 The Contractor shall primarily perform the required services at a District designated facility located in Washington DC.

C.4.6 Key Project Assumptions

The following key project assumptions shall be taken into consideration when responding to this RFP:

- a. The EFS Implementation is a high priority of the District with corresponding commitment and support by all levels of management to include allocation of available resources and timely consensus and deadline-based decisions.
- b. The District is committed to updating its business processes and expects to use Oracle's delivered Business Processes as the starting point for business process workshop activities.
- c. Strong project governance standards will be applied in a manner that ensures the opportunity for input by all District stakeholders.

- d. The District will establish a project management team with appropriate levels of experience and authority.
- e. The District will establish senior project leadership with the authority to make timely policy-level decisions to meet project needs and deadlines.
- f. There will be District FTEs and Contractor leads for each major functional/process areas and technical area identified within the project team organization.
- g. The District will assign fully (100%) dedicated staff to critical roles in the project.
- h. The District will commit sufficiently skilled District staff resources to the Project as reflected in an agreed upon work plan and staffing plan.
- i. The Contractor shall commit sufficient expert resources pursuant to the minimum mandatory qualifications to meet the Blueprint and Implementation Phase timeline and the requirements for OCM post-implementation support and knowledge transfer to the District.
- j. The District can reach agreement on critical decisions such as business process configuration and whether gaps in functionality can be addressed through means other than software extensions.
- k. The existing legacy systems at the District-wide level will continue to operate as required throughout the deployment period.
- l. The District is responsible for engaging third-party vendors providing support to District systems to secure their timely participation in the project, thereby facilitating the coordination of all teams required for project activities.
- m. The District will provide validated data extracts for conversion and shall work jointly with the Contractor to map the data to the new system. The District will be responsible for validating and accepting the converted data and to perform needed post-data conversion adjustments.
- n. The Contractor shall manage the migration of configuration and transactional data between instances with the District's assistance. The District is responsible for validating all migrations and confirming environment readiness.
- o. Where the non-production environments exist, the District will provide the Contractor will access to those environments to allow the Contractor to test integrations and conversions.
- p. The Contractor shall provide testing scenarios for Systems Integration Testing and UAT and the District will be responsible for adding additional scenarios needed. The testing strategy proposed by the Contractor and accepted by the District will identify the need and scope of testing requiring real-life data.
- q. The District is responsible for managing sensitive data and will use Blueprinting to identify a strategy with the Contractor for creating a Confidential Information Management Plan (CIMP) to manage the introduction of such sensitive data into the non-production environments and to ensure the establishment of appropriate security roles and responsibilities to safeguard sensitive data.
- r. The District will be responsible for providing current SOD rules and working with Deloitte to configure roles and responsibilities in Oracle ERP and PBCS to meet the District's SOD policies or to provide compensating controls where SOD conflicts cannot be avoided.
- s. The District is responsible for the management of the District network and infrastructure.
- t. The District will be responsible for identity management ensuring the authentication of District personnel is enabled and configured to work with Oracle's Single Sign-

On functionality

- u. UDC and Community College will be included in the education cluster and will not need a separate implementation.
- v. It is assumed that users will already know SOAR and SOAR will not be included in the training and the training population is between 700-900 users.
- w. The District will be responsible for all training logistics including training registration, training room set-up and access to computers and training environment, printing of materials, and training evaluations.
- x. The District is responsible for Oracle-specific training for project team members.
- y. Deloitte will deliver a train-the-trainer program to meet end user training requirements. All training delivery will be conducted by the District. Further, we assume that the number of District resources available for training will be sufficient for delivering the required course load.
- z. The District will provide resources to participate in the change champion network, based on the change management approach and plan. District resources will be expected to help facilitate the change management and training efforts. The change champion network participants will participate in design sessions and decision-making efforts and will participate in organization and process change efforts where needed. The District will provide communications and change management resources knowledgeable about its offices, requirements, and communication protocols. Each cluster agency will identify a person (change champion lead) that will champion the project at each location. The change champion leads will remain in their roles throughout the duration of the project, and will participate in a variety of activities, including but not limited to training, communications, cutover, and deployment.
- aa. The District will be responsible for the purchase and implementation of any assistive technology for visually and physically impaired employees including equipping training rooms with appropriate assistive technology tools. Individuals needing assistive technology will be identified by the District. For Section 508 Compliance, the District will also be responsible for the creation and utilization of supplemental documents and systems as an alternative solution if requested by a visually impaired employee

C.4.7 Project Timeline

In keeping with the Key Project Assumptions (C.4.6) and the Project Timing (C.4.3) sections, the District has a draft Project Planned Timeline (**Attachment J.22**) to illustrate the Blueprint Phase (C.5) and Implementation Phase (C.6).

C.4.8 Status Report (Weekly and Monthly)

Weekly Status reports shall at a minimum include the status of each project task/activity, risk and issues, decisions requested, and changes needed. Monthly Status reports shall also include a cost variance report comparing planned project progress to actual progress in addition to the information provided in the weekly status report.

C.5 SERVICES SCOPE – BLUEPRINT PHASE

- C.5.1 During the Blueprint Phase, the Contractor shall collect all the information needed to prepare accurate and complete implementation plans, and to make recommendations and confirm foundational assumptions for the Implementation Phase of the EFS project. The post-implementation support periods shall also be factored as part of the implementation. The scope of the implementation effort will be confirmed during the Blueprint phase by the Contractor and the COTR.
- C.5.2 During the Blueprint Phase, the Contractor shall perform services in the following areas at a minimum:
- a. Ensure key personnel (see Section H.12) are on-site within twenty (20) business days of contract award.
 - b. Provide the District with a detailed Blueprint Phase work plan within ten (10) business days of contract award.
 - c. Participate in sessions organized by EFS Contractor to meet with District stakeholder representatives from each of the central OCFO offices, cluster agencies and the Mayor's Office of Budget and Performance Management (OBPM) to confirm the scope of business functions and document requirements within finance and budgeting that will be supported by the new EFS including develop budget and execute, procure to pay, order to cash, acquire to retire, manage grants, manage projects, allocate costs, budget to report, monthly close, annual close, period, fiscal, and annual reports.
 - d. Analyze Fit/Gap Analysis, integration plan, requirement traceability document, reporting, extension, interface and conversion strategy, implementation strategy and project work plan provided by EFS Contractor to identify and document full change management scope to implement the financial and budgeting solutions.
 - e. Provide a change management project work plan to include the required OCM strategy and tasks by waves, secondary training and operational support strategy by wave, detailed change management project task plan, resources loaded and leveled, anticipated deliverable milestones, timelines for review of all documents including deliverables, decision documents, and work products. The work plan shall be developed in Microsoft Project or SmartSheet and include activities, tasks, dependencies, resources, deliverables, milestones, and Gantt timeline. The work plan shall be based on the Contractor's methodology and approach for transitioning organizations to the Oracle Cloud. This deliverable shall also describe the process for overall project management standards, deliverable management, project controls, status reporting, time reporting, issue and risk management plans. The plan shall be used to document the proposed implementation pricing schedule including hours by resource and associated cost.
- C.5.3 The minimum set of deliverables to be produced during the Blueprint Phase shall include:
- (a) **Blueprint Phase Workplan.** This workplan documents the tasks, hours, staffing,

milestones, dependencies, and the timeline for the overall phase.

- (b) **Change Management Strategy.** The Contractor shall develop and execute a change management strategy aimed at preparing stakeholders for the organizational impacts resulting from the technology change. The strategy shall be focused on facilitating staff adoption and support for the new system, business processes and procedures resulting from the EFS implementation.
- (c) **Organizational Change Management Plan.** The Organizational Change Management Plan shall detail the roles of the OCM Contractor; the District; and the EFS Contractor in the overall Change Management framework and approach. The plan shall also detail the industry and/or Contractor standards for the OCFO Organization change management framework, the standards for Change Management, and the technologies used to perform Change Management. This plan shall include metrics that will be defined, tracked and used to determine if organizational changes have successfully achieved their end results for each Wave of the EFS Implementation. At a minimum, the OCM Plan shall define the overall strategy and methodology to be used to manage organizational change and training with consideration for the following:
- (i) The metrics by which organizational change activities will be measured for success;
 - (ii) The role of the EFS Contractor in OCM and training project management and monitoring;
 - (iii) The initial specifications for the number and type of training environments required for each wave;
 - (iv) The approach to measure training effectiveness;
 - (v) The approach to making training adjustments based on effectiveness measurements;
 - (vi) The approach to collaborate and plan for all elements of OCFO Organization training with all other relevant contractors (within the provisions of their various contracts) and the District. Those elements will include, but not be limited to:
 1. End-to-End Business Process and System Training;
 2. Resistance Management;
 3. Skills Gap Analysis;
 4. Integrated, Cross-functional End User Policy and Procedure Training;
 - (vii) The approach to manage the Training Plan and its execution;
 - (viii) A detailed description of Contractor's available OCM and training resources with appropriate skill sets.
 - (ix) Assist with the identification and team building of internal change "champions".
- (d) **Change Management Workplan.** The Change Management workplan will document the execution of the OCM strategy and tasks by waves, including anticipated deliverable milestones and timelines for review of documents.
- (e) **Stakeholder Analysis Report.** This report includes the identification of stakeholders and sponsors and the sponsorship model (including assessing sponsor/executive steering

committee competencies and ensuring readiness on the part of the sponsors/executive steering committee).

- (f) **Initial Organizational Change Management Assessment.** The assessment includes identification of:
- (i) What is changing and who is impacted by the EFS implementation,
 - (ii) Readiness of those impacted (including identification of their needs, concerns and level of commitment),
 - (iii) Risks/potential areas of resistance, and
 - (iv) Change team needed to support the effort.
- (g) **Communication Strategy.** This document will help to guide the communication for the EFS initiative. This strategy shall define the “what” and “why” of communication.
- (h) **Communication Plan.** The Communication Plan will define how project communications will be planned, structured, monitored, and controlled for all the Stakeholders. This plan shall define the framework for the Communications Management Plans for each of the Waves included within the OCFO Organization. The Communication Management Plan shall establish the guidelines and templates for various methods of communication such as meeting agendas and minutes, protocols for webcast meetings, standards for information to be included in communications, etc.
- (i) **Quality Assurance Plan.** The Quality Assurance Plan will incorporate a Quality Assurance (QA) review which results in remediation plans for both current and future project deliverables. The Contractor shall document the details of internal quality reviews for all deliverables before the deliverables are submitted to the District. The Contractor’s QA plan shall support QA reviews performed by the District. The activities for which they will support include, but are not limited to: deliverable walkthroughs, incorporating revisions into deliverables, and supporting reviews and acceptance by District.
- (j) **Initial Training Strategy and Plan.** This document shall be finalized during Implementation Phase. This initial document will include following items:
- (i) Identify and document tools/software needed to conduct training and develop and maintain training material
 - (ii) Identify and document number of environments needed to develop and conduct training
 - (iii) Document different training delivery methods (On-demand and instructor led training etc.) and recommend which delivery methods to be used for District users during pre and post go-live training
 - (iv) Develop a Knowledge Transition Plan documenting the approach as to how the Contractor shall support training and knowledge transfer from the Contractor to the District.
- (k) **Status Report (Weekly and Monthly).** Weekly Status reports shall minimally include the status of each project task/activity, risk and issues, decisions requested, and changes

needed. Monthly Status reports shall also include a cost variance report comparing planned project progress to actual progress

- C.5.4 All work products, reports and deliverables (including all elements of the implementation plan, work plan and statement of work) produced by the Contractor during the Blueprint Phase shall be the property of the District. As such, the Contractor shall refrain from including any proprietary or copyrighted materials as part of any OCM work product.

C.6 SERVICES SCOPE – IMPLEMENTATION PHASE

- C.6.1 General project activities for the organizational change management activities supporting the implementation project are as follows:

- C.6.1.1 Implementation Plan (The activities listed below will be merged with EFS Contractor’s plan to create an integrated plan)

- a) Project Management
- b) Project Management Plan
- c) Risk Management Plan
- d) Staffing Management Plan
- e) Project Team Training
- f) Other Planning and Preparation
- g) The training project plan will be aligned to implementation vendor’s plan to ensure that training sessions can be conducted to support major milestones

- C.6.1.2 Managing Change/Plan Implementation

- a) Finalize OCM Assessment
- b) Develop Training Strategy and Plan
- c) Develop and document business processes including application process steps and system documentation with screenshots
- d) Define and Document User Roles
- e) Develop Competency Framework
- f) Develop new organization structure
- g) Job Impact Analysis
- h) Leadership Action Plan
- i) Develop Position Descriptions and Job Announcements (if needed)
- j) Develop Job Aids
- k) Develop and document Standard Operating Procedures
- l) Conduct Organization Readiness Assessment
- m) Develop and conduct OCM Training. The training material will include integrated end-to-end business process and role specific end-user training.
- n) Maintain training environment(s) including creating user profiles, log-in credentials and transactional and master data to support training
- o) Develop plan for anchoring and embedding new processes and procedures within each impacted stakeholder groups
- p) Leverage change champions and build capability of the team to lead, manage and facilitate the change management efforts

C.6.1.3 Assessment/Reinforcing Change

- a) Collect and analyze feedback on process, roles and efficiency.
- b) Diagnose gaps, provide a plan for addressing those gaps and recommend corrective actions.
- c) Conduct refresher training and Brownbag sessions (As needed) after go-live.
- d) Provide reports that illuminate change management effectiveness.
- e) Develop Lessons Learned Report for each Wave.

C.6.2 The services within scope for implementation shall be confirmed during the Blueprint Phase and finalized in the Implementation Plan.

C.6.3 The Contractor shall apply a rigorous and structured OCM model (such as ADKAR, LSS DMAIC) that meets industry standards and leverages best practices to lead the deployment and execution of various change management activities. These include, but are not limited to:

- a. Assisting OCFO in the development of a change management roadmap related to the implementation of the EFS system and working with Senior Management to ensure its execution.
- b. Working collaboratively with the District's project team to plan, develop and execute a tailored EFS communication strategy focused on internal and external change management initiatives.
- c. Developing, leading and executing Change Management Training efforts for up to ~700 to 900 District employees
- d. Creating a performance management framework that includes the identification of key metrics that can be used to measure the success of the change management efforts post system deployment.

C.6.4 Project Management Services: The Contractor shall provide a Project Manager for the duration of the project who will partner with the District's Project Management Office as the primary managers and coordinators for all implementation efforts. The Contractor shall be expected to provide one Implementation Management resource as a liaison/point of contact who will coordinate closely with the selected EFS Contractor during all phases of the EFS Implementation.

C.6.5 Functional/Process Area Team Services: The Contractor shall provide resources with expertise in performing change management activities for all functional areas in partnership with the District change management lead; with the understanding that District change management subject matter experts (SMEs) will make final decisions.

C.6.6 In addition, the Contractor shall provide refresher and additional functional training for up to 60 days after each implementation wave as requested by the District. The District expects two (2) FTEs for this effort. Since most of this support will overlap with the start of a new implementation wave, the Contractor shall need additional resources dedicated to post-production support while other resources are working on the next implementation wave and preparing for go-live. The Contractor shall be expected to distinguish between implementation

and support resources within the OCM Implementation cost price proposal.

- C.6.7 As part of its best value approach, the District is looking for opportunities to reduce project costs during the implementation. One major cost saving factor could be the use of technology to use time more efficiently, engage more District stakeholders and reduce travel costs. Since SMEs for applicable business areas work at various office sites in the District, some meetings will require technology to include the desired breadth of expertise. The District will ensure that web-based collaboration/meeting tools and other enabling technology will be available for use during the project.
- C.6.8 The Contractor shall make and disclose reasonable assumptions regarding the overall scope of the project and present an overall plan and cost model for the entire project as part of its response.

[End of Section C]

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

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

D.2 MARKING

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

[End of Section D]

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

- E.1.1 All 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) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
 - (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
 - (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
 - (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
 - (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed, which reduction will be determined through mutual agreement or pursuant to Section I.7. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may exercise any of its rights and remedies available under this contract or at law.

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.

[End of Section E]

SECTION F

PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The base term of the contract shall be for the duration of the Blueprint phase but no longer than a period of one (1) year from date of award.

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 six (6) 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 at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.
- F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.3 DELIVERABLES

- F.3.1 The Contractor shall perform the activities required by this contract to complete and submit each deliverable to the Contracting Officer's Technical Representative (COTR) and Program Manager (PM) identified in Section G in accordance with the following:

RFP Section	Deliverable	Format/Method of Delivery	Due Date
C.5.3(a)	Blueprint Phase Work Plan	TBD	Ten (10) business days of award
C.5.3(b)	Change Management Strategy	TBD	TBD
C.5.3(c)	Organizational Change Management Plan	TBD	TBD
C.5.3(d)	Change Management Work Plan	Microsoft Project or SmartSheet	TBD
C.5.3(e)	Stakeholder Analysis Report	TBD	TBD
C.5.3(f)	Initial Organizational Change Management Assessment	TBD	TBD
C.5.3(g)	Communication Strategy	TBD	TBD
C.5.3(h)	Communication Plan	TBD	TBD

C.5.3(i)	Quality Assurance Plan	TBD	TBD
C.5.3(j)	Initial Training Strategy and Plan	TBD	TBD
C.6.1.1	Implementation Plan	TBD	TBD
C.6.1.2	Managing Change/Plan Implementation	TBD	TBD
C.6.1.3	Assessment/Reinforcing Change	TBD	TBD
C.5.3(k)	Status Reports (Blueprint and Implementation Phases)	TBD	Weekly and Monthly

F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in Section I.31 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. Payment to the Contractor for the deliverable including this report shall not be paid until this report is provided.

[End of Section F]

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

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

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

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

(b) Contracting Officer Technical Representative (COTR)

- i. The COTR for this contract is:

James Snight
Director, ERP Systems Group
Office of the Chief Financial Officer
1101 4th St. S.W. W350 Washington, DC 20024
(202) 442-6268
James.Snight@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.

(c) Program Manager

- i. The Program Manager for this contract is:

David A. Clark
Director, Capital Improvements Program
1350 Pennsylvania Ave., NW, Suite 218
Washington, DC 20004

David.allen.clark@dc.gov

- ii. The Program Manager role is identified in Section C.4.4.5.

G.2 INVOICE PAYMENT

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

G.3 INVOICE SUBMITTAL

- G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.3.2 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

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.

[End of Section G]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 STAFFING

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

H.2 SUBCONTRACTS

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

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

- H.3.1 Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, unless a waiver has been approved by the Director of the Department of Small and Local Business Development in accordance with D.C. Code §2-218.51, are required to:
- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
 - (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
 - (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

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

H.3.2

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

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

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

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

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

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

H.3.7 A Beneficiary shall submit within 15 days of contract award, to the Contracting Officer, project manager, District of Columbia Auditor and the Director of the Department of Small and Local Business Development at (compliance.enforcement@dc.gov) copies of the executed contracts

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

- H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development 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), 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. 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 additional to the information provided by the Beneficiary, the Contracting Officer will include the following information in its written request for a waiver:

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

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

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

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

H.4 WARRANTIES

- H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
- H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.
- H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and

that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.

- H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.
- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.
- H.4.6 **RESERVED**
- 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.5 DISCLOSURE OF LITIGATION

The Contractor shall disclose 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 would prevent the Contractor from performing its obligations under the resulting contract or the financial viability of Contractor's firm. Any litigation commencing after the execution of the Contract that would prevent the Contractor from continuing to perform its obligations hereunder 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 pending litigation involving the services hereunder and any other pending litigation that would prevent the Contractor from continuing to perform its obligations hereunder.

H.6 CONTINUITY OF SERVICES

The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract, provided such activities can be performed within the capacity of the Contractor's then-current staffing and that if any of the Contractor's obligations may be impacted by such activities, the Contractor's obligations to perform such activities is subject to the execution of a change order to address the impacts of such activities. Subject to the foregoing, the Contractor agrees to exercise reasonable efforts and cooperation to effect an orderly and efficient transition to a successor.

H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS

- H.7.1 The District may initiate investigations into the backgrounds of any of the Contractor's officers, principals, investors, owners, employees, vendors, subcontractors, or subcontractors' officers, principals, owners, employees or vendors, or any other associates of the Contractor(s) who are performing services hereunder, as 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 reasonably prescribe in order for the District to conduct such background investigations. The Contractor also agrees that the District may conduct background investigations of such persons.
- H.7.3 The District may also require that contractor personnel who are performing services hereunder (1) reasonably cooperate with official inquiries related to the services hereunder by responding to questions truthfully and under oath when required, whether orally or in writing, (2) reasonably provide documents and other information of official interest related to the services hereunder, and (3) attend integrity training.

H.8 INTELLECTUAL PROPERTY RIGHTS

- H.8.1 Except with respect to any Contractor IP contained therein, the District will own all works of authorship, materials, and other intellectual property produced by the Contractor or its personnel hereunder, including, without limitation, deliverables, computer programs (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, and other information, whether copyrightable or patentable or not (collectively, "Works"). Except with respect to any Contractor IP contained therein, upon full payment by the District to the Contractor for the applicable Works, the Contractor hereby assigns to the District all ownership rights, including, without limitation, intellectual property rights, in such Works, and the Contractor agrees to give the District such assistance as may be reasonably required to perfect such rights.

"Contractor IP" means all pre-existing intellectual property created prior to the performance of the services, or created independently of the services, or created by the Contractor as a tool for their use in performing the services, in each case plus any modifications or enhancements thereto and derivative works based thereon. To the extent that any Contractor IP is contained in the Works, the Contractor retains ownership of such Contractor IP and, upon full payment by the District to the Contractor for the applicable Works, the Contractor hereby grants to the District an irrevocable, worldwide, royalty-free, perpetual license to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon, such Contractor IP, in connection with use of the Works. Except for Contractor IP, Contractor has no rights to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Works.

- H.8.2 The District hereby grants to the Contractor a worldwide, nonexclusive, royalty-free, perpetual, irrevocable (with right to sublicense and the right of sublicensees to sublicense further) license

to the Works and related intellectual property rights, including the right to create derivative works based on and otherwise modify, make, reproduce, sell or otherwise distribute, perform or display the Works and other works or subject matter based on or using such intellectual property rights.

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, provided that should any such direction constitute a change, it would be addressed via the change order process and not this section.

H.10 AUDIT REQUIREMENTS

- H.10.1 Upon written request of the Contracting Officer, the Contractor shall provide financial information annually that is consistent with the content and level of detail of the financial information provided by the Contractor in its proposal.
- H.10.2 Deloitte LLP (“Deloitte U.S.”) has engaged a third party (the “Service Provider”) to conduct an examination in accordance with AT Section 101 of the Statement on Standards for Attestation Engagements to report on controls at a Service Organization relevant to security and availability, established by the American Institute of Certified Public Accountants (AICPA) (“AICPA Standards”) and, subject to AICPA Standards, prepare a Type 2 service organization controls report with respect thereto (the “SOC 2 Report”). Upon written request, Deloitte U.S. shall promptly provide the District with one copy of the SOC 2 Report (or if not available, a report prepared by a third party that is designed to provide similar information as the SOC 2 Report). The District shall not disclose such reports, or refer to such reports in any communication, to any person or entity other than the District. In the event that the District has any questions regarding such reports, Deloitte U.S. shall make appropriate personnel reasonably available to discuss the contents thereof.

H.11 CONFLICT OF INTEREST

- H.11.1 The Contractor is excluded from participating in the solicitation for IV&V Services expected for this project.
- H.11.2 Confidentiality. The Contractor shall have access to information not generally available to the public. The Contractor shall not use such information obtained for any personal benefit, monetary or otherwise, nor copy and/or disseminate any information at any time prior to, during, or after his or her work on this Contract except as required to perform the Services or otherwise permitted under this Contract (e.g., Section I.16).

- H.11.3 **Conflict of Interest.** A conflict of interest or the appearance of a conflict of interest may occur if the Contractor is directly or indirectly involved with an organization, or with a subcontractor to an organization, that will submit a proposal created pursuant to the specifications in this Contract. The Contractor shall not have any professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict with his or her obligations under this Contract. Examples of potential conflicts are as follows (not an exhaustive list):
- A. The Contractor's solicitation, acceptance, or agreement to accept from anyone any benefit, monetary, or otherwise, as consideration for his or her advice, recommendation, or services related to the resulting RFP.
 - B. The Contractor's affiliation with an organization that may submit a proposal for evaluation:
 - i. Current employment or consideration of employment;
 - ii. Membership on a board or committee; or
 - iii. Ownership in the organization;
 - C. The Contractor's personal relationship with someone who has an interest in the RFP, including affiliation or relationship by marriage or through family membership, professional partnership, personal friendship, or any other relationship that could give the appearance of a conflict of interest.
- H.11.4 If any such conflict of interest arises under this Contract, the Contractor shall immediately notify the Contracting Officer in writing.
- H.11.5 If, in the reasonable judgment of the Office of the Chief Financial Officer, Office of Contracts, such conflict substantially impacts the fair and equitable performance of this Contract, the contract may be deemed voidable or terminated, depending on the circumstances surrounding the conflict.

H.12 KEY PERSONNEL

- H.12.1 The substitution of key personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is the equivalent of an alternate proposal and is prohibited.
- H.12.2 The Contractor shall make no substitutions of key personnel for their duration of their role on the project unless the substitution is directed by the Contracting Officer (District) or necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer immediately after the occurrence of any of these events. In the event any one of the Key Personnel becomes incapacitated, or ceases to be employed by the Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, the Contractor shall (i) notify the District immediately upon becoming aware of a need to replace a resource, (ii) within five business days temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (iii) within twenty (20) business days, permanently replace such replaced person with another person approved by the District and properly qualified to perform the functions of such replace person.

The Contractor shall assign all key personnel identified in this section to complete all their planned and assigned responsibilities in connection with performance of the obligations of the Contractor under this contract. The unauthorized removal of key personnel by the Contractor in violation of this provision may be a material breach of contract. Resumes shall be submitted to the Contracting Officer for review by the District. The Contractor shall supply comparable qualified individuals to perform the work. All key personnel shall be approved by the District prior to making any permanent substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The contract will be modified to reflect any District approved changes of key personnel.

H.12.3 During the Blueprint Phase, the following Contractor roles shall be considered Key Personnel:

1. Project Manager
2. Training Lead
3. OCM Lead

H.12.4 The Contractor shall ensure that persons assigned to the Key Personnel roles during Blueprint phase remain on the project as Key Personnel for the Implementation Phase.

H.13 PERFORMANCE ISSUE MITIGATION

H.13.1 At any time during the contract period of performance, should the performance of any Contractor Personnel be unsatisfactory as determined by the COTR, the Contracting Officer will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The COTR shall document performance issues and give written notice to the Contracting Officer and the Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The Contractor shall respond to the COTR and the Contracting Officer with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the COTR.
- C) Should performance issues persist, the Contracting Officer may give written notice or request the immediate removal of person(s) whose performance is at issue and determine whether a substitution is required.

H.16.2 The District reserves the right to require the Contractor to replace Contractor and/or subcontractor employees whom the District judges to be contrary to the best interests of the District. If mitigation is unsuccessful, the District will issue a written request from the Contracting Officer and the Contractor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Contractor shall use its best efforts to conduct the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the District the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the District only the right to require that the Contractor discontinue using an employee in the performance of services for the District.

[End of Section H]

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

To the extent applicable to Contractor in its performance of the services under the contract, Contractor shall comply with, the provisions of the following acts, together with the provisions of applicable regulations made pursuant to said acts and other applicable 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; LIMITATION ON DAMAGES

I.3.1 The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from or arising out of:

- (a) claims of third parties for bodily injury, death or damage to real or tangible personal property to the extent caused by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while engaged in performance of this Contract;
- (b) claims brought against the District by any personnel of Contractor performing services hereunder for employment benefits or employment compensation, in each case for which the Contractor is responsible and has failed to pay, except to the extent that such Claim results from acts or omissions of the District;
- (c) claims brought against the District by any Contractor subcontractor performing a portion of the services hereunder for payment of its fees to the extent caused by the Contractor's failure to pay such fees in accordance with the terms of the applicable subcontract, or
- (d) claims of third parties resulting from the recklessness, bad faith or intentional misconduct of the Contractor or its subcontractors.

The Contractor shall also repair or replace any District real or tangible personal 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.

The Contractor shall have no obligation to defend, indemnify, or hold harmless District for any acts or omissions of the District.

I.3.3 **Limitation on Damages:** The Contractor, its subsidiaries, subcontractors, and their respective personnel shall not be liable to the District for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of the greater of (a) \$5,000,000 and

(b) the fees paid by the District to the Contractor pursuant to this engagement, except to the extent resulting from the recklessness, bad faith, or intentional misconduct of the Contractor or its subcontractors. In no event shall the Contractor, its subsidiaries, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense, relating to this engagement. The provisions of this Section I.3.3 shall not apply to any Claim for which Contractor has an obligation to indemnify under Sections I.3.1(a)-(d) or under Section 1.19. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of the Contractor, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of the Contractor and its subcontractors bears to all other conduct giving rise to such Claim.

I.4 TRANSFER

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

I.5 TAXES

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

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

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

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

I.6 OFFICIALS NOT TO BENEFIT

- I.6.1 Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling

reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (Procurement Practices Reform Act of 2010, D.C. Law 18-0371, D.C. Official Code, section 2-359.10, and Chapter 18 of the DC Personnel Regulations)

- I.6.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.7 DISPUTES

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

- (a) **Claims by a Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iv) The Contractor's request for relief or other action by the Contracting Officer.
 - (2) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - (3) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within 60 calendar days after receipt of the claim. For any claim over \$50,000, the Contracting Officer shall issue a decision within 90 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

The Contracting Officer may, at any time, by written order make changes in the contract to the extent such changes do not have a material effect on the performance to be rendered by, or due to Contractor under the Contract. If such changes cause an increase or decrease in the cost of performance or otherwise impacts the scope of or schedule for the services, a bilateral agreement executed by the Contracting Officer and an authorized representative of the Contractor shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is requested, provided, however, that the Contracting Officer, if he 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 failure to agree shall be considered a dispute. Nothing in this clause shall require the Contractor to proceed with the contract as changed absent mutual written agreement covering the requested change.

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 materially 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 in all material respects any of the other provisions of this contract, and in either of these two circumstances the Contractor either (x) does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, or (y) where such failure is not curable within such ten (10) day period, does not provide the District with a plan within such ten (10) day period to cure such failure within a reasonable timeframe given the nature and complexity of the 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, subject to Section I.3.3, be liable to the District for any excess costs for similar supplies or services. "Excess costs" as used in this paragraph means the amount (if any) by which the reasonable fees that the District is required to pay, and actually pays, to an alternative service provider to perform the terminated services (or any portion(s) of such terminated services) not performed by the Contractor as of the effective date of termination exceeds the fees that the District would otherwise have paid to the Contractor pursuant to this contract to perform such services. Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.
- C. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed and partially completed deliverables as the Contractor has specifically produced in the performance being terminated and that have been paid for (provided that any partially

completed deliverables will be provided on an as-is basis, without warranty or indemnity of any kind); 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 deliverables delivered to and accepted by the District shall be at the contract price. Payment for partially completed deliverables shall be agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact.

- 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 and where permitted, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the

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

- (6) As directed by the Contracting Officer, and subject to Section H.8, 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; in each case that have been paid for (provided that any partially completed items will be provided on an as-is basis, without warranty or indemnity of any kind).
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.
 - (d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

- (e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
- (1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of:
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and
 - (iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.
 - (3) The reasonable cost of settlement of the work terminated, including-
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

- (g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.
- (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (i) In arriving at the amount due the Contractor under this clause, there shall be deducted:
- (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
 - (2) Any claim which the District has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.
- (j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.
- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

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

I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS

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

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

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

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

(B) The contract provision against contingent fees.

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

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

I.12 EXAMINATION OF THE BOOKS

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

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

I.13 NON-DISCRIMINATION CLAUSE

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

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

- (a) employment, upgrading or transfer;
- (b) recruitment or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency,

setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.

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

I.14 SERVICE CONTRACT ACT OF 1965

Definitions:

“Act”, as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351- 358). “Contractor” as used in this clause, means the prime Contractor or any subcontractor at any tier. “Service employee” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29

CFR 541) engaged in performing a Government contract nor exempted under 41 U.S.C. 356, the principal purpose of which is to furnish services in the United States as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

- A. **Applicability.** To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29CFR 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C, 29 CFR 4.
- B. **Compensation:** (i) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any attachments to this contract; (ii) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation for final determination to the Office of Government Contract Wage Standards, Wage and Hour Division Employment Standards Administration (ESA), and the Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation. (iii) If the term of this contract is more than one (1) year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every two (2) years under wage determinations issued by ESA.
- C. **Minimum Wage.** In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligations to pay a higher wage to any employee.
- D. **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c (b) apply or unless the Secretary of Labor or the Secretary's authorized representative - (i) Determines that the agreement under the predecessor was not the result of arms-length negotiations, or (ii) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits

provided for by that agreement vary substantially from those prevailing for similar services in the locality.

- E. **Notification to Employees.** The Contractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid or shall post a notice of these wages and benefits in a prominent and accessible place at the work site, using such poster as may be provided by the Department of Labor.
- F. **Safe and sanitary working conditions.** The Contractor shall not permit services called for by this contract to be performed in building or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- G. **Records.** The Contractor shall maintain for three (3) years from the completion of the work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
- (i) For each employee subject to the Act –
 - (a) Name and address;
 - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided;
 - (c) Rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (d) Daily and weekly hours worked; and
 - (e) Any deductions, rebates, or refunds from total daily and weekly compensation.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (B)(iii) of this clause. A copy of the report required by paragraph (D) of this clause will fulfill this requirement.
- H. **Withholding of Payments and Termination of Contract:** The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.
- I. **Contractor's Report:** (i) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph C. of this clause. (ii) If wages to be paid or fringe benefits to be furnished

any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

- J. **Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (i) In accordance with regulations issued under Section 14, of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA(29 CFR 520, 521, 524 and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act. (ii) The Administrator will issue certificates under the Act for employing apprentices, and student learners, disabled persons, or disabled clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of minimum wages, but without changing requirements concerning fringe benefits for supplementary cash payments in lieu of these benefits; (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528; and (iv) an employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) of the Act or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

I.15 RECOVERY OF DEBTS OWED THE DISTRICT

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

I.16 NON-DISCLOSURE AGREEMENT

- A. The Contractor shall maintain as confidential and shall not disclose to third parties without the District's prior written consent, any District information including, but not limited to, the District's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.
- B. The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for

publication through any medium of communication, bearing on the work performed or data collected under this contract.

- C. No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.
- D. The District shall ensure that its personnel do not disclose to any non-District person or organization information concerning the process the Contractor uses to provide services under the awarded contract.
- E. Prior to the start of work, each Contractor employee shall be required to sign an OCFO and Contractor approved Non-Disclosure Agreement and Non-Compete Agreement covering all confidential information obtained during the EFS project.]] Disclosure of information relating to the services during the performance of the EFS project to any person not entitled to receive it is not authorized. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information covered under the Privacy Act of 1974, 5 U.S.C. §552a (e.g., home addresses, social security numbers, personal telephone numbers of personnel) to which the Contractor may have access in connection with this engagement, except as required by law.
- F. The District hereby consents to the Contractor disclosing information covered by this Section (i) as expressly set forth in this contract; (ii) to contractors providing administrative, infrastructure and other support services to the Contractor and subcontractors providing services in connection with this contract, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this Section; (iii) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining to this contract; or (iv) to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the Contractor on a nonconfidential basis from a source that the Contractor believes is not prohibited from disclosing such information to the Contractor, (C) is already known by the Contractor without any obligation of confidentiality with respect thereto, or (D) is developed by the Contractor independently of any disclosures made to the Contractor hereunder.
- G. Upon the District's written request following termination this Contract, the Contractor shall promptly return or destroy confidential information of the District obtained in connection with this Contract that the Contractor still maintains. Notwithstanding anything herein to the contrary, the Contractor shall have the right to retain copies of such confidential information to the extent necessary to evidence the services, provided that Consultant retains such copies in accordance with its confidentiality obligations hereunder.

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 RESERVED

I.19 RESERVED**I.20 RESERVED****I.21 APPROPRIATION OF FUNDS**

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

I.22 MULTIYEAR CONTRACT

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

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

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

I.25 CONTRACTS THAT CROSS FISCAL YEARS

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

I.26 RESERVED

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

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

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

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

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

- I.30.1 **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein
- I.30.2 All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.
- I.30.3 The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers’ compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or

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

- I.30.4 If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors
1. **Commercial General Liability Insurance ("CGL")** - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
 2. **Automobile Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and nonowned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000.00 per accident combined single limit for bodily injury and property damage.
 3. **Workers' Compensation Insurance** - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance – The Contractor shall provide evidence satisfactory to the Contracting officer of Cyber Liability Insurance, with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages. Shared limits with the Professional Liability coverage will be acceptable.
5. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Coverage shall also extend to Temporary Help Firm employees and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from a wrongful act, error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least two years after the completion of the professional services. Shared limits with the Cyber Liability coverage will be acceptable.
7. Commercial Umbrella or Excess Liability – The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000.00 per occurrence and \$10,000,000.00 in the annual aggregate, following the form. All liability coverages

referenced in 1, 2, and 3 (employer's liability) herein, must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

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

G. NOTIFICATION. The Contractor shall ensure that all policies provide or the Contractor itself shall provide that the CO shall be given thirty (30) days prior written notice in the event of adverse coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

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

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

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

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

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

failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

- I.31.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- I.31.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- I.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 RESERVED

I.34 FORCE MAJEURE

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

I.35 GOVERNING LAW

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

I.36 ORDER OF PRECEDENCE

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

- (1) Contract
- (2) Contract Attachments
- (3) BAFO (in order of the most recent to earliest)
- (4) Contractor Proposal dated March 1, 2019

[End of Section I]

SECTION J**ATTACHMENTS**

J.1 The following Attachments are hereby incorporated:

Attachment Number	Document
J.1	Office of Contracts Bidder/Offeror Certification Form
J.2	RESERVED
J.3	Department of Labor Wage Determination No. 2015-4281, Revision No. 13 dated April 25, 2019.
J.4	Doing Business with Integrity
J.5	RESERVED
J.6	RESERVED
J.7	RESERVED
J.8	RESERVED
J.9	RESERVED
J.10	Vendor Verification/Quarterly Report
J.11	Pricing Schedules
J.12	OCFO Business Applications As Is
J.13	OCFO As Is (SOAR) Environment

J.14	Accounting System Process Flow
J.15	SOAR User Counts
J.16	OCFO Org Chart
J.17	Implementation Resource Plan - with Rates
J.18	Current Budget Process Summary
J.19	Current Data Sets for Conversion
J.20	Current Integrations and Interfaces
J.21	Glossary of Terms
J.22	RESERVED
J.23	Implementation Resource Plan

[End of Section J]