

2. Contract Number CFOPD-21-C-015A	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) Mb Staffing Services, LLC 601 New Jersey Avenue, NW, Suite 220 Washington, DC 20001 Attn: Michael A. Beale, President (202) 842-0181 (mbeale@mbstaffing.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 to the Address shown in Line 12 (2 copies unless otherwise specified)	

11. Ship to/Mark For Office of the Chief Financial Officer Office of Finance and Treasury Suite W850 1101 4th Street, SW Washington, DC 20024 (202) 727-0911	Code	12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable https://vendorportal.dc.gov 1100 4th Street, SW Suite E600 Washington, DC 20024
--	------	---

13. Contract Type Indefinite Delivery Indefinite Quantity (IDIQ)	14. Accounting and Appropriation Data
---	---------------------------------------



15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount
1	Professional Staff and Support Services	N/A	N/A	NTE \$750,000	NTE \$750,000
Total Amount of Contract					NTE \$750,000

16. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	Solicitation/Contract Form	1		I	Contract Clauses	54
	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	Description/Specifications/Work Statement	9		J	List of Attachments	80
	D	Packaging and Marking	35	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	Inspection and Acceptance	36		K	Representations, Certifications and Other Statements of Offerors	81
	F	Deliveries or Performance	40		L	Instructions, conditions & notices to offerors	/
	G	Contract Administration Data	41		M	Evaluation factors for award	/
	H	Special Contract Requirements	46				

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) Michael Anthony Beale, President	20A. Name of Contracting Officer Anthony A. Stover, CPPO; Dorothy Whisler Fortune, Esq., CPPO; or Drakus Wiggins, CPPB, CPPO
--	---

19B. Name of Contractor  (Signature of person authorized to sign)	19C. Date Signed 01/25/2021	20B. District of Columbia  (Signature of Contracting Officer)	20C. Date Signed Feb 11, 2021
--	---------------------------------------	---	---

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

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of Office of Finance and Treasury (OFT) (the “District”) requires the Contractor to provide Professional Staff services to support essential OFT operations.

B.2 CONTRACT TYPE

This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract.

B.3 DESIGNATION OF CONTRACT FOR THE CERTIFIED BUSINESS ENTERPRISE (CBE) MARKET ONLY

This contract is designated only for certified business enterprise (CBE) offerors under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01 et seq.), as amended.

B.4 ALL-INCLUSIVE PRICING

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

B.5 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, Section G.7. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the **maximum** not-to-exceed amount of **\$750,000.00**. The District will order at least the **minimum** not-to-exceed amount of **\$1,000.00**.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. In the event the District awards multiple contracts, the maximum and minimum dollar value will be the same as stated above for each contract and each contract period.

- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.6 PRICE SCHEDULE (Firm Fixed Hourly Rates)

B.6.1 Base Year

Contract Line-Item No. (CLIN)	Item Description	Unit	Firm Fixed Unit Price
001	Collections Representative (CCU) – Section C.5.1	Hour	\$34.40
002	Loss Mitigation Specialist (CCU) – Section C.5.2	Hour	\$45.12
003	Management Analyst (CCU) – Section C.5.3	Hour	\$51.08
004	Investment Management (CIMU) – Section C.5.4	Hour	\$61.57
005	Treasury Analyst (CIMU) – Section C.5.5	Hour	\$63.18
006	Senior Treasury Analyst (CIMU) – Section C.5.6	Hour	\$66.09
007	Project Manager (CIMU) – Section C.5.7	Hour	\$58.47
008	Financial Manager (CIMU) – Section C.5.8	Hour	\$66.09
009	Photographer (UPU) – Section C.5.9	Hour	\$44.50
010	Auction Analyst (UPU) – Section C.5.10	Hour	\$47.82
011	Unclaimed Property Technician (UPU) – Section C.5.11	Hour	\$32.90
012	Management Analyst (UPU) – Section C.5.12	Hour	\$44.76
013	Financial Manager (RMU) – Section C.5.13	Hour	\$66.09

014	Financial Analyst (RMU) – Section C.5.14	Hour	\$61.57
015	Program Manager (RMU) – Section C.5.15	Hour	\$67.15
016	Management Analyst (TMU) – Section C.5.16	Hour	\$52.52
017	Financial Manager (TMU) – Section C.5.17	Hour	\$97.94
018	Treasury Management Analyst (BMU) – Section C.5.18	Hour	\$104.95
019	Customer Service Representative (COU) – Section C.5.19	Hour	\$31.37

B.6.2 Option Year One

Contract Line-Item No. (CLIN)	Item Description	Unit	Firm Fixed Unit Price
101	Collections Representative (CCU) – Section C.5.1	Hour	\$34.40
102	Loss Mitigation Specialist (CCU) – Section C.5.2	Hour	\$45.12
103	Management Analyst (CCU) – Section C.5.3	Hour	\$51.08
104	Investment Management (CIMU) – Section C.5.4	Hour	\$61.57
105	Treasury Analyst (CIMU) – Section C.5.5	Hour	\$63.18
106	Senior Treasury Analyst (CIMU) – Section C.5.6	Hour	\$66.09
107	Project Manager (CIMU) – Section C.5.7	Hour	\$58.47
108	Financial Manager (CIMU) – Section C.5.8	Hour	\$66.09
109	Photographer (UPU) – Section C.5.9	Hour	\$44.50
110	Auction Analyst (UPU) – Section C.5.10	Hour	\$47.82

111	Unclaimed Property Technician (UPU) – Section C.5.11	Hour	\$32.90
112	Management Analyst (UPU) – Section C.5.12	Hour	\$44.76
113	Financial Manager (RMU) – Section C.5.13	Hour	\$66.09
114	Financial Analyst (RMU) – Section C.5.14	Hour	\$61.57
115	Program Manager (RMU) – Section C.5.15	Hour	\$67.15
116	Management Analyst (TMU) – Section C.5.16	Hour	\$52.52
117	Financial Manager (TMU) – Section C.5.17	Hour	\$97.94
118	Treasury Management Analyst (BMU) – Section C.5.18	Hour	\$104.95
119	Customer Service Representative (COU) – Section C.5.19	Hour	\$31.37

B.6.3 Option Year Two

Contract Line-Item No. (CLIN)	Item Description	Unit	Firm Fixed Unit Price
201	Collections Representative (CCU) – Section C.5.1	Hour	\$34.78
202	Loss Mitigation Specialist (CCU) – Section C.5.2	Hour	\$45.62
203	Management Analyst (CCU) – Section C.5.3	Hour	\$51.64
204	Investment Management (CIMU) – Section C.5.4	Hour	\$62.25
205	Treasury Analyst (CIMU) – Section C.5.5	Hour	\$63.87
206	Senior Treasury Analyst (CIMU) – Section C.5.6	Hour	\$66.82
207	Project Manager (CIMU) – Section C.5.7	Hour	\$59.11

208	Financial Manager (CIMU) – Section C.5.8	Hour	\$66.82
209	Photographer (UPU) – Section C.5.9	Hour	\$44.99
210	Auction Analyst (UPU) – Section C.5.10	Hour	\$48.35
211	Unclaimed Property Technician (UPU) – Section C.5.11	Hour	\$33.26
212	Management Analyst (UPU) – Section C.5.12	Hour	\$45.25
213	Financial Manager (RMU) – Section C.5.13	Hour	\$66.82
214	Financial Analyst (RMU) – Section C.5.14	Hour	\$62.25
215	Program Manager (RMU) – Section C.5.15	Hour	\$67.89
216	Management Analyst (TMU) – Section C.5.16	Hour	\$53.10
217	Financial Manager (TMU) – Section C.5.17	Hour	\$99.02
218	Treasury Management Analyst (BMU) – Section C.5.18	Hour	\$106.10
219	Customer Service Representative (COU) – Section C.5.19	Hour	\$31.72

B.6.4 Option Year Three

Contract Line-Item No. (CLIN)	Item Description	Unit	Firm Fixed Unit Price
301	Collections Representative (CCU) – Section C.5.1	Hour	\$34.78
302	Loss Mitigation Specialist (CCU) – Section C.5.2	Hour	\$45.62
303	Management Analyst (CCU) – Section C.5.3	Hour	\$51.64
304	Investment Management (CIMU) – Section C.5.4	Hour	\$62.25

305	Treasury Analyst (CIMU) – Section C.5.5	Hour	\$63.87
306	Senior Treasury Analyst (CIMU) – Section C.5.6	Hour	\$66.82
307	Project Manager (CIMU) – Section C.5.7	Hour	\$59.11
308	Financial Manager (CIMU) – Section C.5.8	Hour	\$66.82
309	Photographer (UPU) – Section C.5.9	Hour	\$44.99
310	Auction Analyst (UPU) – Section C.5.10	Hour	\$48.35
311	Unclaimed Property Technician (UPU) – Section C.5.11	Hour	\$33.26
312	Management Analyst (UPU) – Section C.5.12	Hour	\$45.25
313	Financial Manager (RMU) – Section C.5.13	Hour	\$66.82
314	Financial Analyst (RMU) – Section C.5.14	Hour	\$62.25
315	Program Manager (RMU) – Section C.5.15	Hour	\$67.89
316	Management Analyst (TMU) – Section C.5.16	Hour	\$53.10
317	Financial Manager (TMU) – Section C.5.17	Hour	\$99.02
318	Treasury Management Analyst (BMU) – Section C.5.18	Hour	\$106.10
319	Customer Service Representative (COU) – Section C.5.19	Hour	\$31.72

B.6.5 Option Year Four

Contract Line-Item No. (CLIN)	Item Description	Unit	Firm Fixed Unit Price
401	Collections Representative (CCU) – Section C.5.1	Hour	\$35.13

402	Loss Mitigation Specialist (CCU) – Section C.5.2	Hour	\$46.08
403	Management Analyst (CCU) – Section C.5.3	Hour	\$52.16
404	Investment Management (CIMU) – Section C.5.4	Hour	\$62.87
405	Treasury Analyst (CIMU) – Section C.5.5	Hour	\$64.51
406	Senior Treasury Analyst (CIMU) – Section C.5.6	Hour	\$67.49
407	Project Manager (CIMU) – Section C.5.7	Hour	\$59.70
408	Financial Manager (CIMU) – Section C.5.8	Hour	\$67.50
409	Photographer (UPU) – Section C.5.9	Hour	\$45.44
410	Auction Analyst (UPU) – Section C.5.10	Hour	\$48.83
411	Unclaimed Property Technician (UPU) – Section C.5.11	Hour	\$33.59
412	Management Analyst (UPU) – Section C.5.12	Hour	\$45.70
413	Financial Manager (RMU) – Section C.5.13	Hour	\$67.49
414	Financial Analyst (RMU) – Section C.5.14	Hour	\$62.87
415	Program Manager (RMU) – Section C.5.15	Hour	\$68.57
416	Management Analyst (TMU) – Section C.5.16	Hour	\$53.63
417	Financial Manager (TMU) – Section C.5.17	Hour	\$100.01
418	Treasury Management Analyst (BMU) – Section C.5.18	Hour	\$107.17
419	Customer Service Representative (COU) – Section C.5.19	Hour	\$32.04

[End of Section B]

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of Office of Finance and Treasury (OFT) (the “District”) requires the Contractor to provide Professional Staff to support essential OFT operations including Central Collection Unit (CCU), Unclaimed Property, Pension and Other Post Employment Benefit (OPEB) units.

C.2 TERMS/ACRONYMS

These terms/acronyms when used herein have the following meanings:

- C.2.1 **CCU (Central Collections Unit)** – This unit was established pursuant to the Delinquent Debt Recovery Act of 2012. CCU is a self-sufficient unit within the Office of Finance and Treasury (OFT) and the primary objective of the CCU is revenue collections on assigned DC Agency Debt that are over ninety (90) days past due.
- C.2.2 **CIMU (Cash and Investment Management Unit)** – This unit is responsible for the District’s liquidity by ensuring there is enough cash available at all times to meet its business operation and capital program obligations and maximize investment returns. It also ensures strong custodial care and safeguarding of cash through implementing and monitoring policies and procedures for the handling and management of the District’s cash and investments.
- C.2.3 **UPU (Unclaimed Property Unit)** - This unit administers the rules and regulations pursuant to the District of Columbia Uniform Disposition of Unclaimed Property Act of 1980, as amended. This office is responsible for the record-keeping and maintenance activities for all personal property, tangible and intangible, reported and delivered into the Custody of the Mayor pursuant to the Act. This office is also responsible for the verification and payment of claims against unclaimed property to the proven owner(s).
- C.2.4 **RMU (Retirement Management Unit)** - This unit provides for the management of the District-run pension plans, college savings plan, and unclaimed property.
- C.2.5 **TMU (Treasury Management Unit)** – This unit provides for the management and support of OFT personnel, budget, policies, workspaces, contracts, equipment, records, supplies, and system security.
- C.2.6 **BMU (Banking Management Unit)** - This unit manages and monitors banking services provided by financial institutions holding deposits and disbursing funds on behalf of the District Government.
- C.2.7 **COU (Cashiering Operations Unit)** – This unit provides revenue collection and cashiering services at various District sites.

C.2.8 **OPEB (Other Post Employment Benefit)** – This unit provides for the management of the District-run Other Post Employment Benefit plan.

C.2.9 **TERMINOLOGY**

- a. **KAPS** – Unclaimed Property system
- b. **Tableau** – Reporting system
- c. **Kwik Tag** – Imaging system
- d. **Etims** – Traffic Adjudication system
- e. **INOVAH** - Cashiering system
- f. **Destiny** – DMV system
- g. **SOAR** – Accounting (General Ledger) system
- h. **TMS** – Treasury Management System

C.3 **BACKGROUND**

The District has a recurring need for Professional Staff to support positions that support the daily functions of various units under the Office of Finance and Treasury.

C.4 **REQUIREMENTS**

C.4.1 The Contractor shall be responsible for ensuring personnel availability to fulfill the Contract requirements.

C.4.2 The Contractor shall provide at least one personnel for each position, unless otherwise stated above or requested in writing by the District, for professional staff support.

C.4.3 All professional staffing personnel shall be employed by the Contractor. The Contractor shall be responsible for all payroll, taxes, worker’s compensation, insurance and other federal and state requirements for temporary personnel.

C.4.4 The Contractor shall ensure potential candidates have the required knowledge, skills and abilities of the specific job proposed.

C.4.5 **Work Guidelines for Temporary Support Staff**

C.4.5.1 All personnel, except Customer Service Representatives, shall report to the Office of Finance and Treasury (OFT) at 1101 4th Street SW, Suite 850. Customer Service Representatives shall report to the Main Cashiering Office located at 1101 4th Street, SW, 1st floor, then, if necessary, relocated to their actual cashiering work site.

C.4.5.3 The standard tour of duty for all personnel, except for the Customer Service Representatives, shall be 8:30 AM to 5:30 PM, Monday through Friday excluding holidays and government closures. OFT hiring managers can adjust tours of duty if their operations dictate. The time range would be between 7:30 AM and 6:00 PM. This shall be agreed upon by the Contractor before starting their assignment. The tour of duty for Customer Service Representatives will be designated as assigned. The District reserves the right to adjust the tour of duty, within the

hours outlined. The District will not require any of the Contractor's personnel to work a tour of duty exceeding eight (8) hours.

- C.4.5.4 The Contractor's personnel shall be entitled to a one (1) hour unpaid lunch break.
- C.4.5.5 The Contractor will be compensated for actual hours worked and mandatory training sessions by the Contractor's personnel which does not include lunch.
- C.4.5.6 The Contractor shall perform a background check on all personnel contemplated for positions under the resultant Contract. The Contractor shall not provide personnel with a felony background record. The Contractor's personnel shall also be subject to a background investigation conducted by the OCFO to include criminal and credit checks. This may lead to further inquiries by the OCFO or termination of the Contractor.
- C.4.5.7 The Contractor shall ensure that all Contractor personnel providing professional staff support services, and other Contractor representative as directed by the District, shall sign all appropriate documents to conduct background investigation by the District upon request.
- C.4.5.8 After the Contractor receives a background check for prospective Contractor personnel, the Contractor must submit the prospective Contractor personnel's completed and signed OCFO background form, Non-Disclosure Agreement and resume to the District for review. Once the District has received the required documentation, it will notify the Contractor of the prospective Contract personnel's start date and time.
- C.4.5.9 The Contractor shall ensure that all Contractor personnel providing professional staff support services attend all mandatory training sessions directed by the OCFO.
- C.4.5.10 The Contractor shall ensure that all Contractor personnel providing professional staff support services maintain professional behavior and adhere to the OCFO Dress Code and Code of Conduct, which shall be provided to the Contractor upon contract award.
- C.4.5.11 The Contractor's personnel will receive an orientation once they begin work. The orientation will provide general information about the District Government, OCFO and O/T. The O/T Dress Code and OCFO's Code of Conduct will also be reviewed during the Orientation. The Contractor's personnel will be required to sign a document to acknowledge they received and understand the information.
- C.4.5.12 The Contractor shall ensure that its personnel provide at least two (2) weeks' notice if they plan to be away from the office for more than two (2) days. If they plan to be away from the office for 1-2 days, at least one weeks' notice is required.
- C.4.5.13 The Contractor's personnel shall participate in all O/T events, including but not limited to Retreats, all hands meetings, and team building events.
- C.4.5.14 The Contractor's personnel will be provided the policies and procedures for the unit they are assigned.

C.4.5.15 The Contractor's personnel shall complete all required training, including but not limited to Customer Service, IT, and Ethics training.

C.4.6 Staffing Levels

C.4.6.1 The District will determine the start date, end date of assignments, and quantity of personnel, for each position that the Contractor shall provide. The District does not guarantee all positions will be filled, full-time equivalent, or that assignments will be for annual durations.

C.4.6.2 The District will request from the Contractor resumes on a per position basis for fulfillment. The Contractor shall provide the resumes and earliest start date availability for proposed personnel that demonstrate the required qualifications of the respective position.

C.4.6.3 The District may contact the personnel for interviews as part of the District's approval process. The District will provide the Contractor notice of selections/approvals.

C.4.6.4 The Contractor shall ensure the selected personnel report to work on the date determined by the District.

C.4.6.5 The Contractor shall require the prospective personnel to disclose whether they have a relative working for the OCFO or District Government and if so, provide the relative's name, title and Agency name.

C.4.7 Replacement Personnel

C.4.7.1 The District shall have the right to refuse or determine unacceptable, any personnel sent by the Contractor.

C.4.7.2 The Contractor shall provide replacement personnel as deemed necessary and as approved by the District. The replacement personnel shall meet or exceed the qualification stated herein. The Contractor shall provide the resume of replacement personnel the same day of receipt of notice from the District. The District reserves the right to approve all personnel.

C.4.8 Confidentiality

C.4.8.1 The Contractor acknowledges and understands that its personnel may have access to proprietary, business information, or other confidential information belonging to the District. Therefore, except as required by law, the Contractor agrees that its personnel shall not:

- a. Access or attempt to access data that is unrelated to or beyond their job duties or authorizations.
- b. Disclose information, which includes but is not limited to, verbal discussions, FAX transmissions, electronic mail transmissions, voice mail communication, written documentation, "loaning" computer access codes and/or transmission or sharing of data.

C.4.8.2 The Contractor shall hold all information provided by the District as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

C.5 PROFESSIONAL STAFFING POSITIONS***Central Collection Unit Positions***

C.5.1 **Collections Representative (CCU):** The Contractor shall provide a Collections Representative as defined in this section.

C.5.1.1 **Position Description:** The Contractor personnel shall perform the following duties and responsibilities for the Central Collections Unit:

- a. Meet and handle Central Collections Unit (CCU) customers who have delinquent debt owed to the District of Columbia (i.e. outstanding DMV tickets, or insurance lapse violations) professionally, communicate effectively, and work towards resolving any CCU case in a fair and effective manner keeping the best interest of the District in mind.
- b. Fully understand and abide by all related CCU policies and procedures and apply them in a fair and equitable manner with the goal of resolving the matter at hand in a firm, yet fair manner.
- c. Listen to customer's concerns and determine whether they qualify for payment arrangements based on CCU policies and procedures.
- d. Use a variety of CCU forms for things such as installment payment plan agreements, settlements, collection information statements, lien filing, etc.
- e. Be able to accurately interpret data from the DMV systems, analyze DMV printouts to determine the type of violation(s), eligibility to contest violations(s) based on DMV timeframes, and coordinate with the other Collections Representatives and/or CCU Collections Supervisor to resolve the customer account.
- f. Duties and responsibilities will apply to other types of delinquent debt owed to the District of Columbia.
- g. Other duties as assigned.

C.5.1.2 **Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

1) **Experience:**

Must have at least three (3) years of collections experience.

2) **Education:**

A high school diploma or GED is required.

3) **Technical Skills:**

- a. Must have basic computer knowledge and the ability to learn through adequate training the functionality of the CCU automated system.
- b. Must be a good writer and can accurately read/ interpret necessary forms, policies, and procedural guidance.

- c. Must possess a general knowledge of basic mathematics, reading, writing, and present a professional image to the public on behalf of the CCU.
- d. Must possess a basic knowledge of Microsoft Office Suite, Outlook, Word, and Excel.

C.5.2 **Loss Mitigation Specialist (CCU):** The Contractor shall provide a Loss Mitigation Specialist as defined in this section.

C.5.2.1 **Position Description:** The Contractor personnel shall perform the following duties and responsibilities for the Central Collections Unit:

- a. Oversee information delivery, documentation, research, and general customer service delivery to District government agencies, debtors, and contractors.
- b. File all necessary legal documents to proceed with appropriate legal collections action.
- c. Work as a liaison with the attorney's and OCFO staff to ensure filing and proper management of paperwork for judgments, garnishments, liens, proof of claim on bankruptcy notices, and other legal documentation that supports actions taken by the CCU to recover District debt.
- d. Process and analyze any chargeback claims and their validity.
- e. Research account history and other collection tools to assess the validity of any allegations.
- f. Abide by Fair Debt Collection Practiced Act (FDCPA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transaction Act (FACTA), Health Insurance Portability and Accountability Act (HIPAA), Privacy Act and other state and federal regulations when writing responses to clients.
- g. Other duties as assigned.

C.5.2.2 **Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

1) **Experience:**

- a. Have at least three (3) years of experience managing debt recoveries in a financial and/or legal setting.
- b. Must have experience with bankruptcies and different chapters of bankruptcy.
- c. Should have experience with collections systems that track records of calls, notes, and correspondence.
- d. Paralegal experience in collections is highly desired and preferred.

2) **Education:**

- a. High school diploma, GED, or equivalent relevant experience required.
- b. Have twelve (12) months cumulative full work experience in a role of similar scope and responsibility is required.

3) **Technical Skills:**

- a. Must be able to learn and use data management systems to research information, debts, and payment data.

- b. Must possess excellent verbal and written communications skills as well as interpersonal skills to maintain effective professional relationships.
- c. Have the flexibility and adaptability to work in new and changing work environments and the ability to motivate and train other staff accordingly.
- d. Microsoft Word and Excel proficiency is required.

C.5.3 **Management Analyst (CCU):** The Contractor shall provide a Management Analyst as defined in this section.

C.5.3.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Central Collections Unit:

- a. **Administrative and Reporting Support:** Creates, implements and maintains comprehensive database for reporting of productivity statistics to comply with CCU policies and procedures. Reporting to include but not limited to; MORCA and MOVA stats; Settlement and IPP stats; Error Criticality and Disposition percentage. Performs follow-up reviews to evaluate actual performance against objectives and milestones. Provides the Central Collections Unit Manager and Management team with authoritative benefits/disadvantages analyses and visual models which justify the basis for recommendations.
- b. **Management Support:** Drafts official and unofficial letters, memos, and correspondence for the Central Collections Unit Manager. Receives and reviews a variety of incoming correspondence – including emails, mail, general reports, audits, and program reviews, which may contain highly confidential and sensitive information. Retains such information in confidence.
- c. **Other:** Performs other duties as assigned.

C.5.3.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

At least one-year experience in a professional setting.

2) Education:

- a. High school diploma, GED, or equivalent relevant experience required.
- b. 12 months cumulative full work experience in a role of similar scope and responsibility is required.

3) Technical Skills:

- a. Must be able to learn and use data management systems to research information, debts, and payment data.
- b. Must possess excellent verbal and written communications skills as well as interpersonal skills to maintain effective professional relationships.

- c. Have the flexibility and adaptability to work in new and changing work environments and the ability to motivate and train other staff accordingly.
- d. Microsoft Word and Excel proficiency is required.

Cash and Investment Management Unit Positions

C.5.4 Investment Analyst (CIMU): The Contractor shall provide an Investment Analyst as defined in this section.

C.5.4.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Cash and Investment Management Unit:

- a. Conduct in-depth research, analysis, recommendation, and execution of fixed income investment opportunities.
- b. Prepare and execute daily report on investment activity, positions and performance.
- c. Assist with the preparation of financial reports – daily, weekly, monthly, quarterly, and annually.
- d. Prepare maturity calendar, future sales, and investment cash flow forecast.
- e. Prepare and enter journal entries related to trading/investment activity on a timely basis.
- f. Update the policies and procedures manual for the Cash and Investment Unit.
- g. Work with appropriate vendors to coordinate and trade execution and settlement.
- h. Work with custodian and external financial institutions to ensure monthly statements are received and filed appropriately.
- i. Maintain the accuracy and completeness of investment activity records.
- j. Update changes and edits to policy and procedures manuals.
- k. Act as the primary liaison to work with OFT accounting unit as well as the Office of Operations and Systems (OFOS) to research and resolve investment related issues identified during monthly reconciliation process and audits.
- l. Prepare and execute daily report on investment activity, positions, and performance.
- m. Support other cash management functions as needed to meet the unit's objectives and deliverables.

C.5.4.2 Qualifications: The Contractor personnel shall, at minimum, have the following qualifications:

1) **Experience:**

Have a minimum of three (3) years' experience as an Investment Analyst or similar roles in a corporate setting, and demonstrated knowledge and skills in the following areas:

- a. Strong financial analysis skills and ability to interpret data
- b. Experience with investment in fixed income (money market instruments, bills and bonds)
- c. Applied general knowledge of investment accounting
- d. Excellent written and verbal communications skills
- e. Ability to work independently
- f. Excellent planning and organizational skills

2) Education:

Bachelor's Degree in Accounting or Finance

3) Technical Skills:

Proficiency in Microsoft Excel, Access, Treasury Workstation and large ERP systems

C.5.5 Treasury Analyst (CIMU): The Contractor shall provide a Treasury Analyst as defined in this section.

C.5.5.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Cash and Investment Management Unit:

- a. Prepare the daily cash position, advises the Treasury Management on short-term cash management and coordinates the daily cash flow & funding needs.
- b. Compile and analyze daily cash activity and prepare the daily cash snapshot report.
- c. Monitor the District's cash accounts and balances to ensure accurate processing of payments (ACH, wire) cash accounting and general ledger posting of the cash activity. Review for accuracy and completeness the general journal entries each day that reflect incoming and outgoing investment/cash transactions.
- d. Post entries to the ERP/accounting system in compliance with the CFO's 48-hour posting guideline.
- e. Prepare and create reports that represents District's investment and cash management activities and assist management with the preparation of comprehensive investment income and cash flow projections and activity reports.
- f. Assist with upkeep and distribution of bank and investment statements.
- g. Execute fed wire and ACH transfers to and from the District's bank accounts. Prepare journal entries to record bank transactions (i.e. wires, book transfers etc.)
- h. Develop and update procedures to reflect most current processes.
- i. Support other cash management functions as needed in order to meet the unit's objectives and deliverables.

C.5.5.2 Qualifications: The Contractor personnel shall, at minimum, have the following qualifications:

1) Experience:

Treasury Analyst shall have a minimum of three (3) years' experience as a Treasury Analyst or similar roles in a corporate setting, and has demonstrated skills and knowledge in the following areas:

- a. Strong Financial analysis skills and ability to interpret data
- b. Knowledge of cash and investment accounting
- c. Excellent written and verbal communications skills
- d. Strong analytical and critical thinking skills
- e. Ability to work independently with minimal supervision
- f. Strong planning and organizational skills

2) Education:

Bachelor's Degree in Business, Accounting or Finance

3) Technical Skills:

Proficiency in Microsoft Excel and Access, TMS systems and ERP systems.

C.5.6 Senior Treasury Analyst (CIMU): The Contractor shall provide a Senior Treasury Analyst as defined in this section.

C.5.6.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Cash and Investment Management Unit:

- a. Develop, maintain, and interpret critical analytics related to cash flow, investments, and other Treasury-related data. Supports preparation of materials for reporting to senior leadership such as the Cash Note Report and the Investment Report.
- b. Manage the Bank ID Database (BID) database and ensures the BID list reconciles with the Bank Operations' team.
- c. Reconcile the District's wire transfers with cash accounting and general ledger postings for incoming and outgoing electronic transactions.
- d. Prepare the daily cash position and short-term forecast, advises the Treasury Management on short-term cash management, and coordinates the daily cash flow & funding needs.
- e. Be the primary back up for the members of the CIMU as related to cash management; compiling, processing, and analyzing the daily cash activity, preparing the cash positioning worksheet and the cash forecast snapshot report.
- f. Support departmental projects and resources appropriately to ensure that projects are successfully implemented while working collaboratively across the organization to ensure previously agreed upon project deliverables are met.
- g. Act as an internal consultant for Treasury related matters to analyze and develop sound technical and financial information to assist in the evaluation, including cost-benefit analysis, of projects or processes.
- h. Support Treasury leadership with management of banking & investment relationships and assists with implementation of new banking services and products and implements functional enhancements to the department's reporting tools/output.
- i. Assist with the development and maintenance of policy, procedures, internal controls, and best practices to support the business.

C.5.6.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

Have a minimum of five (5) years' experience as a Treasury Analyst or similar roles in a corporate setting, and has demonstrated skills and knowledge in the following:

- a. Ability to manipulate large volumes of data to create reporting to identify and interpret business trends. Analyze detailed datasets, transforming it into meaningful financial information to address complex inquiries and present findings
- b. Experience with investment in fixed income
- c. Knowledge of cash and investment accounting
- d. Excellent written and verbal communications skills
- e. Strong analytical skills
- f. Ability to work independently
- g. Excellent planning and organizational skills

2) Education:

- a. Bachelor's Degree in Business, Accounting or Finance
- b. CTP a plus

3) Technical Skills:

Expert proficiency in Microsoft Excel and Access, TMS systems and ERP systems.

C.5.7 Project Manager (CIMU): The Contractor shall provide a Project Manager as defined in this section.

C.5.7.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Cash and Investment Management Unit:

- a. Define and prioritize strategic Treasury/Finance projects and ensure the successful delivery of large and complex programs/projects through all phases of the Project Management Lifecycle.
- b. Provide implementation support which can range from simple status reporting to active project management and problem solving /solutioning, depending on the nature of the project which includes initiation, planning, development, execution, control & closeout of projects.
- c. Serve as the primary point of contact to key stakeholders and will be responsible for managing work across multiple task areas and ensuring all inter-departmental dependencies are appropriately identified and addressed.
- d. Assist the District's COTR to ensure timely delivery of projects and programs from key software and services vendors.
- e. Provide thought leadership and expertise around system implementations, IT applications and business processes.
- f. Other duties as assigned.

C.5.7.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

Have a minimum of three (3) years' experience as a project manager and has demonstrated skills and knowledge in the following areas:

- a. Solid project management skills
- b. Strong business acumen
- c. Proven ability to manage across functional boundaries and with work with cross-functional teams without direct reporting lines
- d. Experience managing change programs
- e. Analytical and business modelling skills, ideally acquired in strategy consulting, corporate finance, private equity, or similar industries
- f. Proven ability to communicate effectively at C-level (Presentations, Word, Spoken)
- g. Experience with software development and/or cloud/SaaS businesses a plus
- h. Experience with corporate/transaction banking, treasury management, risk, or liquidity management

2) Education:

- a. Have a Bachelor's degree in Computer Science, Business/Finance or other Technical area or 7+ years of Project/Program Manager experience is required.

3) Technical Skills:

MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, etc.), ERP and TMS (Oracle Applications and Kyriba is a plus).

C.5.8 Financial Manager (CIMU): The Contractor shall provide a Financial Manager as defined in this section.

C.5.8.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Cash and Investment Management Unit:

- a. Working under the direction of the Associate Treasurer, Asset Management and the Director of Cash and Investment Management to carry out the overall financial plans.
- b. Shall be a technical and expert in the fields of treasury, financial planning and finance with financial knowledge of accounting and other systems, procedures and practices to design, develop and implement work necessary to assure conformance to all applicable laws, regulations and guidelines.
- c. Will be a business lead for the Cash and Investment, with responsibility for independently planning, designing, and carrying out programs, projects, studies, or other assignments, including projects regarding the Treasury Management System and process improvement initiative.
- d. Review cash management processes, assist with updating related documentation (policies and procedures) and providing process improvement recommendations for the cash management and accounting functions. Preparing ad-hoc analyses and reports as needed; assisting with daily cash management processing needs, maintaining cash and wire databases, designing comprehensive reports and leading efforts to migrate archiving and filing to an electronic solution, creating and updating policies and procedures.
- e. Perform other related duties as assigned.

C.5.8.2 **Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Financial Manager, Cash and Investment Management shall have a minimum of ten (10) years treasury/financial work experience
- b. Mastery of cash management and accounting theory and practice, knowledge of money market investments, cash forecasting techniques and experience with Treasury Workstation implementations.
- c. The incumbent is recognized as a technical and policy authority and expert in the fields of treasury, financial planning and finance with financial knowledge of accounting and other systems, procedures and practices to design, develop and implement work necessary to assure conformance to all applicable laws, regulations and guidelines.
- d. Strong analytical skills in devising cooperative long-term systemic solutions as well as short-term on-time resolutions. Strong strategic thinking and problem-solving skills.
- e. Excellent written and verbal communications skills.
- f. Strong leadership skills.

2) Education:

- a. Undergraduate degree in Business Administration, Accounting or Finance, MBA preferred
- b. Certified Treasury Professional (CTP) or Financial Planning and Analysis Professional (FP&A) certification preferred

3) Technical Skills:

- a. Advanced Proficiency in MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, etc.)
- b. Advanced Proficiency with Treasury Management Systems
- c. Proficiency with Tableau and General Ledger Systems
- d. Proficiency with Bloomberg

Unclaimed Property Unit Positions

C.5.9 **Photographer (UPU):** The Contractor shall provide a Photographer as defined in this section.

C.5.9.1 **Position Description:** The Contractor personnel shall perform the following duties and responsibilities for the Unclaimed Property Unit:

- a. Photograph, enhance picture quality, catalogs, and edits photographs of abandoned property prior to being published on the District's eBay site.
- b. Upload eBay photos into a folder housed on the network drive. Label photo folder and photos by LOT numbers.
- c. Capture highest quality and quantity of digital still pictures of tangible property.
- d. Use editing software to adjust, enhance, and improve pictures taken of property prior to uploading them to the District's eBay site.

- e. Determine the style of photographs for the Unclaimed Property eBay website.
- f. Properly use photography equipment to ensure quality photographs.

C.5.9.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Thorough understanding of basic photographic concepts of proper exposure, proper focus.
- b. Two (2) or more years' experience as a photographer, some of which shall include eBay photography experience
- c. Strong understanding of digital photography, lighting, and compositional skills
- d. Familiar with lighting techniques and the tools required to shoot flat and on stands
- e. Skilled using photoshop or other photo editing software.
- f. Thorough knowledge and understanding of Microsoft products such as Excel, Word, etc.

2) Education:

High School Diploma or GED

3) Technical Skills:

MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, etc.).

C.5.10 **Auction Analyst (UPU)**: The Contractor shall provide an Auction Analyst as defined in this section.

C.5.10.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Unclaimed Property Unit:

- a. Communicate and correspond to holders regarding questions or guidance on Preliminary Safekeeping reports. Review initial reports from Banks to determine acceptable items and schedule the shipment of contents to be delivered.
- b. Monitor the safe deposit box functions to include, the delivery of property, certification of inventory, and the appraisal function. Assist with inventory control and maintenance of abandoned property turned over to the Unclaimed Property unit. Coordinate the sale of safe deposit box contents activity with the eBay auctioneer.
- c. Inventory all items received from banks. Verify the information of the inventory from the holder to the KAPS system immediately.
- d. Select items for the appraisal. Schedule pre-bid appraisal conference of potential eBay items quarterly. Assist with the appraisal.
- e. Review appraiser descriptions to ensure wording is accurate and matches the item to be auctioned on eBay. Verify the information of the appraisal to the KAPS system immediately.

- f. Upload and monitor eBay processes. Maintain the required minimum of eBay auction items in the draft. Verify and proof drafted item descriptions and photos. Maintain active listing of the auction.
- g. Assist the manager and supervisor with the implementation and development of new applications, modifications to current programs, enhancements, and conversions of the Unclaimed Property safekeeping system, including the user testing and validation processes. Identify issues and suggest corrective measures for improvements.

C.5.10.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Extremely organized and able to maintain a high quality of work
- b. Thorough knowledge and understanding of Microsoft products such as Excel, Word, etc.

2) Education:

High School Diploma or GED

3) Technical Skills:

MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, etc.).

C.5.11 **Unclaimed Property Technician (UPU)**: The Contractor shall provide an Unclaimed Property Technician as defined in this section.

C.5.11.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Unclaimed Property Unit:

- a. Provide assistance to the Unclaimed Property Specialists and Supervisor in assisting claimants and holders on all unclaimed property accounts, answers owner and holder related questions via in person, telephone or written correspondence: researches unclaimed property accounts on the Unclaimed Property system, sends out owner claims and holder information based on the nature of the inquiry.
- b. Coordinate and maintain oversight and assistance to customer/claimants and holders for questions or guidance requested in Unclaimed Property, including claim documentation required, unclaimed property regulations, accounting of unclaimed property and procedures/policies to be followed to either submit or claim unclaimed property.
- c. Serve as liaison to customers to determine if they have unclaimed property, provide instructions and guidance to them for the documentation needed to claim their property (varies with each property depending on what it is, how it is registered, etc.), and answer any and all questions from the customer. Project a friendly customer-service environment and helpful attitude in person, over the phone, in e-mail or web inquiries. Monitor that responses are performed within a 24-hour turnaround timeframe.

- d. Assist Unclaimed Property Analysts and Specialists with holder/companies that have unclaimed property to turn over to the District of Columbia. Provide D.C. regulations, forms, procedures, guidance, and answer questions that they may have.
- e. Create and prepare correspondence to customers and holders/companies regarding inquiries, questions, additional documentation needed, procedures to follow, or any other information that needs to be relayed to them. This correspondence will be imaged and saved to the customer claim or holder reporting file.

C.5.11.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

N/A

2) Education:

High School Diploma or GED

3) Technical Skills:

- a. Excellent written and oral communications skills; as well as interpersonal skills to maintain a professional, effective relationship with co-workers, claimants and holders.
- b. Ability to adapt quickly and easily to changing regulations, procedures and policies; and to perform tasks independently.
- c. Knowledge and experience with Microsoft Office Suite, proficiency in Microsoft Excel, Access and PowerPoint.
- d. Ability to plan, organize, make decisions, set priorities, and to meet deadlines in a fast-paced environment.
- e. Demonstrated ability to process, interpret and analyze financial and technical information in order to resolve problems in a quick paced environment.

C.5.12 **Management Analyst (UPU)**: The Contractor shall provide a Management Analyst as defined in this section.

C.5.12.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Unclaimed Property Unit:

- a. Collect and organize tangible information within the Safekeeping program that has not been uniformly formatted in KAPS due to multiple system conversions and process improvements.
- b. Using the Appraiser's report locate the property within KAPS and create tangible IDs or line items for each lot that will contain all the items that the appraisers have included for that lot.
- c. Add the appraisal information that includes who appraised the item, when it was appraised, and the value assigned to this lot.

- d. Retrieve the eBay report of each lot that was sold and then add transactions to all applicable tangible IDs to indicate that the item was sold, the date that it was sold, and the dollar amount that it was sold for.
- e. Update and maintain the sales data within KAPS to capture any returns or partial refunds that are refunded back to our buyers.
- f. Input information into KAPS and spreadsheet, perform second level drafting, schedule drafts,
- g. Reconcile the eBay spreadsheet to the master list spreadsheet to show which lots have been sold.
- h. Perform a self-audit of the eBay information and compare the lots to what was entered in KAPS to make sure that it is consistent.
- i. Fast track claim processing, utilizing data Resources available
- j. Assist in the manual entry of Holder reports
- k. Verify entered customer and account data by reviewing, correcting, deleting, or reentering data; combining data from both systems when account information is incomplete; purging files to eliminate duplication of data.
- l. Secure information by completing data base backups.
- m. Maintain operations by following policies and procedures; reporting needed changes.
- n. Maintain customer confidence and protects operations by keeping information confidential.
- o. Contribute to the team effort by accomplishing related results as needed.

C.5.12.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. A minimum of five (5) years of professional experience in a related field.
- b. Proven experience in managing confidential information.
- c. Proficiency in both time and detail management.

2) Education:

High School Diploma or GED

3) Technical Skills:

Data Entry Clerk Skills, Organization, Typing, Data Entry Skills, Attention to Detail, Confidentiality, Thoroughness, Decision Making, Independence, Analyzing Information, Results Driven, Energy Level

Retirement Management Unit Positions

C.5.13 Financial Manager (RMU): The Contractor shall provide a Financial Manager as defined in this section.

C.5.13.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Retirement Management Unit:

- a. Based on objectives identified and priorities established will formulate an agenda for developing resolution and improvement strategies for the Retirement programs. Monitor progress of programs in achieving objectives and reports such progress to the Deputy CFO and Treasurer and the Associate Treasurer of Asset Management.
- b. Reconcile plan assets monthly with sponsor level reports from the contractors for the Retirement Plan (401(a), 457(b) Deferred Compensation and 529 College Savings) and OPEB programs; and track the District's contributions to and request for withdrawals from the plans.
- c. Resolve problems at the plan level with District agencies to include the D.C. Department of Human Resources (DCHR), the Office of Pay and Retirement Services (OPRS) and the contractors on issues relating to the plans.
- d. Resolve problems at the participant level, e.g., research participants' inquiries on their account balances, review appeals when unforeseeable emergency requests are denied by the contractor, and other issues arise.
- e. Participate in monthly and quarterly meetings with the contractor and prepares meeting minutes and agendas.
- f. Assist with the annual audit of the programs and the development of annual reports.
- g. Quarterly, participate in the programs' investment reviews with our independent consultant to ensure funds are performing above benchmarks and are in compliance with the plan investment guidelines.
- h. Assist in the development of requirements for pension and investment management services and audit of financial statements from contractors soliciting to do business with the District.
- i. Assist with the management of retirement programs pension contracts by issuing task orders and the timely processing of invoices.
- j. Review marketing materials related to the 401(a) Plan.
- k. Assist with the management and the oversight of the OPEB Trust Fund. Track best practices for public pension and foundation funds and advise on their application to the Health Care Trust:
- l. Review reports monthly from the investment managers and, working with our consultant, review allocations and performance; review investment manager performance quarterly for compliance with the Plan's Investment Policy.
- m. Track the asset allocation of contributions to the Trust Fund and determine that funds are invested consistent with the asset allocation for each manager.
- n. Coordinate the annual preparation of financial statements and the audit for the Trust Fund and respond to audit findings, if applicable. Manage the Master Custodian relationship by reviewing monthly reports of asset positions, investment performance and compliance.
- o. Schedule quarterly Investment Committee meetings to review the Trust Fund activities with our independent investment consultant, prepare minutes, develop and monitor follow-up activities; coordinate the update of the actuarial report with DCHR, while managing the preparation of the Annual Report.
- p. Assist with the preparation of monthly asset reconciliements and the updating of the billing system with new retirees, monitor reports of eligibility and payment of contributions.
- q. Facilitate Investment Committee Compliance meetings, at least twice during the fiscal year, and prepare meeting minutes.

- r. Assist with the update of the Investment Policy for approval based on changes in legislation and new assets classes held in the fund.
- s. Assist with the communication and educational programs jointly administered by OFT, District of Columbia Human Resources and the contractors/service providers for each plan/program.

C.5.13.2 **Qualifications:** The Contractor personnel shall, at minimum, have the following qualifications:

1) **Experience:**

Five (5) years of progressive experience performing the related duties and responsibilities such as: managing and tracking the performance of defined contribution programs that consist of investment, retirement, saving and Other Post-Employment Benefits (OPEB) plans; preparing and reconciling complex financial reports that detail the plans' assets; and researching and reporting money movements into and out of plans. Leading audits for retirement plans.

2) **Education:**

Bachelor's degree in Business from an accredited college or university.

3) **Technical Skills:**

- a. Proficiency in Microsoft Excel, Access and Word Project Management Skills
- b. Excellent written and verbal communications skills.
- c. Knowledge of accounting and/or finance
- d. Strong analytical skills.
- e. The ability to work independently.
- f. Excellent planning and organizational skills.

C.5.14 **Financial Analyst (RMU):** The Contractor shall provide a Financial Analyst as defined in this section.

C.5.14.1 **Position Description:** The Contractor personnel shall perform the following duties and responsibilities for the Retirement Management Unit:

- a. Assist with the reconciliation of plan sponsor reports to District reports. Research and report money movements into and out of the plans and prepare documentation supporting these transactions
- b. Serve as a liaison between OFT and DCHR/OPRS in the resolution of participant problems related to the plans.
- c. Research 401(a) participant account history prior to 9/30/1999 involving payment claims and assist with the preparation of response letters to participants.
- d. Assist with the preparation of the annual reports for the plans.
- e. Scanning of record retention documents in OFT Kwik Tag System.
- f. Update changes and edits to administrative manuals.
- g. Assist with the preparation of amendments, changes and edits to administrative procedures manuals.

- h. Assist OFT personnel in the research and resolution of issues identified during annual audits for plans.
- i. Maintain excel spreadsheets documenting the receipt of contributions by plan sponsors with contribution memoranda and payroll transmittal sheets from the District.
- j. Prepare monthly and quarterly reports that detail the assets and operations of the 401(a), 457(b) and 529 plans.
- k. Prepare and execute the accounting for the weekly receipt and expenditure of the charter school funds.
- l. Monitor the completion of tasks assigned during quarterly meetings with the plan sponsors.
- m. Monitor plan sponsor changes to websites and determine that marketing messages are prepared, completed and sent to District personnel.
- n. Review monthly vendor invoices, reconcile billed amounts and prepare payment memos.
- o. Perform other related duties as assigned

C.5.14.2 **Qualifications:** The Contractor personnel shall, at minimum, have the following qualifications:

1) Experience:

Three (3) years of progressive experience performing the related duties and responsibilities such as: tracking the performance of defined contribution programs that consist of investment, retirement, saving and Other Post-Employment Benefits (OPEB) plans; preparing and reconciling complex financial reports that detail the plans' assets; and researching and reporting money movements into and out of plans. Assisting in audits for retirement plans.

2) Education:

Bachelor's degree in Business from an accredited college or university.

3) Technical Skills:

- a. Project Management Skills
- b. Excellent written and verbal communications skills
- c. Knowledge of accounting and/or finance
- d. Strong analytical skills.
- e. The ability to work independently.
- f. Excellent planning and organizational skills
- g. Proficiency in Microsoft Excel, Access and Word, Outlook and Internet Explorer

C.5.15 **Program Manager (RMU):** The Contractor shall provide a Program Manager as defined in this section.

C.5.15.1 **Position Description:** The Contractor personnel shall perform the following duties and responsibilities for the Retirement Management Unit:

- a. Manage operations and relationships with investment managers, record keepers, plan administrators and contractors for the District's 401(a) Defined Contribution Retirement

- Plan, the D.C. 529 College Savings Plan, and Other Post-Employment Benefits (OPEB) Fund and other retirement programs.
- b. Develop goals, objectives and assigning responsibilities among programs, formulating improvement strategies and reporting on performance.
 - c. Oversee the progress of each plan, providing comprehensive reports to the Deputy CFO & Treasurer, Associate Treasurer of Asset Management and Program Director on the financial condition of each program.
 - d. Oversee the communication and educational programs jointly administered by OFT, District of Columbia Human Resources and the contractors/service providers for each plan/program.
 - e. Assist in drafting regulatory and Plan changes in accordance with OFT regulatory guidance, Public laws, the Internal Revenue Code and other government agencies and updating plan document and policy and procedures.
 - f. Assist in annual auditing of programs. Participate in quarterly program investment reviews to ensure that funds are performing above benchmarks and are in compliance with the plan investment guidelines
 - g. Review monthly reconciliation of plan assets with sponsor level reports.
 - h. Assist with the development of Statement of Work requirements for pension, investment management services, accounting, auditing and other services.
 - i. Assist with oversight to the OPEB Fund, evaluating/tracking best practices for public pension and foundation funds and advising on their application to the Health Care Trust.
 - j. Perform other related duties as assigned.

C.5.15.2 Qualifications: The Contractor personnel shall, at minimum, have the following qualifications:

1) Experience:

Five (5) years of progressive experience performing the related duties and responsibilities such as: managing and tracking the performance of defined contribution programs that consist of investment, retirement, saving and Other Post-Employment Benefits (OPEB) plans; preparing and reconciling complex financial reports that detail the plans' assets; and researching and reporting money movements into and out of plans. Leading audits for retirement plans.

2) Education:

Bachelor's degree in Business from an accredited college or university.

3) Technical Skills:

- a. Proficiency in Microsoft Excel, Access, and Word
- b. Project Management Skills
- c. Excellent written and verbal communications skills
- d. Knowledge of accounting and/or finance
- e. Strong analytical skills.
- f. The ability to work independently.
- g. Excellent planning and organizational skills
- h. Proficiency in Microsoft Word, Excel Internet Explorer, and Outlook.

Treasury Management Unit Positions

- C.5.16 **Management Analyst (TMU):** The Contractor shall provide a Management Analyst as defined in this section.
- C.5.16.1 **Position Description:** The Contractor personnel shall perform the following duties and responsibilities for the Treasury Management Unit:
- a. Analyze financial records and reconciling financial data utilizing Microsoft Excel.
 - b. Analyze data gathered and developing solutions or alternative methods of proceeding.
 - c. Track various projects utilizing Microsoft Excel.
 - d. Provide support on issues relating to a wide range of administrative, office management and program related matters that impact the organizational workforce, office documentation, and financial record keeping.
 - e. Assist with the preparation of final reports to include editing for errors, preparing appropriate charts, graphs and computer-based presentations.
 - f. Perform a variety of highly complex administrative and office analytical functions to identify inefficiencies, streamline processes, eliminate redundancies.
 - g. Examine financial and other data, including revenue, expenditure, and employment reports.
 - h. Create solutions or alternative practices.
 - i. Gather business or financial data.
 - j. Analyze data gathered and develop solutions or alternative methods of proceeding.
 - k. Effectively communicate with personnel concerned to ensure successful functioning of newly implemented systems or procedures.
 - l. Develop and prepare contracting reports.
 - m. Set meetings, recording, and preparing meeting summaries.
 - n. Receive in-bound and preparing out-bound communications, writing high level grammatically correct memos and emails.
 - o. File records, publications, and other associated documentations.
 - p. Assist in managing records management program for filing, protection and retrieval of records and assure compliance with program.
 - q. Perform other duties as assigned.
- C.5.16.2 **Qualifications:** The Contractor's personnel shall, at minimum, have the following qualifications:
- 1) **Experience:**
 - a. Strong management and analytical skills that can help in implementing effective strategies in the company
 - b. Superior verbal and written communication skills
 - c. Deep knowledgeable of trends and current consumer requirements and potential clients
 - d. Self-motivated and able to motivate team members
 - e. Analytical with strong problem-solving skills

2) Education:

BS or BA from an accredited college or university.

3) Technical Skills:

MS Teams, MS Project, MS Office (Word, Excel, PowerPoint and SharePoint)

C.5.17 **Financial Manager (TMU)**: The Contractor shall provide a Financial Manager as defined in this section.

C.5.17.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Treasury Management Unit:

- a. Work under the direction of the Senior Financial Manager and Policy Advisor (SFMPA).
- b. Will be a key resource in managing high priority initiatives, employing best project management practices and cross-organizational coordination.
- c. Create a project governance structure for proposed projects, ongoing and future initiatives and emerging issues confronting the Treasury Management within OFT.
- d. Assist in the implementation of project management software to track and monitor strategic initiatives.
- e. Employ strategic thinking to facilitate, coordinate, implement and oversee various initiatives and projects.
- f. Ensure that Division projects, milestones and initiatives are met.
- g. Coordinate and assist the SFMPA in the implementation of OFT's Strategic Management program, including the Strategy Map, metrics, and performance measures for OFT and the Treasury Management Division.
- h. Act as resource person in matters involving change management, resource planning, and organizational effectiveness.
- i. Review, analyze, evaluate, and monitor quarterly and annual Treasury metrics reports to determine whether OFT Units are in compliance. Informs SFMPA of noncompliance issues. Assist in conversion to Tableau.
- j. Synthesize financial and management data to interpret the composite financial results of Unit operations. Conduct analytical reviews and develops reports to monitor agency performance.
- k. Produce financial management reports and spending/resource plans. Monitor expenditures and analyze variances.
- l. Develop Memoranda of Understanding (MOU's) and Intra-District transfers for services provided to District Agencies by OFT personnel and contractors.
- m. Create and employ SharePoint or MS Teams report to track, monitor and house OFT regulatory requirements tests status and regulatory requirement submissions.
- n. Assist with the managing of compliance and updating of OFT policies and procedures as required. Works with and assists OFT Unit Managers to develop policies with strong internal controls.
- o. Monitor the enforcement of policies and procedures and works with Unit Managers to address audit findings and incorporate auditor recommendations and action plans into policies and procedures.

- p. Assist with the review and revision of policies for comprehension and comprehensiveness to ensure all OFT procedures are desk procedures with proper internal controls.
- q. Research, write, edit and/or coordinate preparation of special reports, briefings, and presentations. Establish and cultivate relationships with key internal and external stakeholders. Employ comprehensive communication strategies conveying information to ensure appropriate input.
- r. Support and work closely with the SFMPA, providing substantive support on all aspects of the office's management involving, but not limited to, logistics, travel, training, maintenance, office organization, IT, workspace, payroll and PeopleSoft. Facilitate and coordinate the annual OFT Retreat and Team Building efforts.
- s. Perform other related duties as assigned.

C.5.17.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Financial Manager shall have ten (10) years extensive experience in project management, financial management, budget planning and execution, process improvement and regulatory compliance. Excellent planning and organization skills.
- b. Strong analytical skills in devising cooperative long-term systemic solutions as well as short-term on-time resolutions. Strong strategic thinking and problem-solving skills.
- c. Excellent written and verbal communications skills.
- d. Strong leadership skills.

2) Education:

- a. MBA/MSB
- b. Project Management or Six Sigma certification preferred.

3) Technical Skills:

- a. Advanced Proficiency in MS Teams, MS Project, MS Office (Word, Excel, PowerPoint, SharePoint, Visio, etc.)
- b. Experience with Tableau

Banking Management Unit Position

C.5.18 **Treasury Management Analyst (BMU)**: The Contractor shall provide a Treasury Management Analyst as defined in this section.

C.5.18.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Banking Management Unit:

- a. Assist in the review and analysis of monthly invoice of banking services received against contracted bank service pricing and remits findings to Banking Services Officer
- b. Provide recommendation for payment, non-payment, and track refunds
- c. Draft correspondence for submission to financial institution related to payment

- matters, such as advice of nonpayment due to discrepancies between contracted pricing, volumes, or noncontract services
- d. Ensure monthly banking service and post office box invoices are received timely, tracks payment submission and progress to ensure prompt payment to vendors
 - e. Assist with bank account database management by coordinating the maintenance of the individual bank account (BID) folders to ensure historical data include processing open/close bank account requests received from District OCFO agencies
 - f. Prepare signature card for internal and/or external agency signatures and confirm Bank's system update
 - g. Prepare monthly audit report of Bank accounts recorded in the District's system of record to the OFT database to ensure synchronization
 - h. Coordinate and facilitate issuance of biannual bank account audit surveys to financial institutions and annual account survey to District OCFO agencies, and upon receipt of surveys, compare survey content to the current database and prepare a report of any discrepancies for the OFT Banking Services Officer to review
 - i. Ensure documentation requesting online access to financial institutions systems are signed by proper OCFO officials
 - j. Maintain database of up to date online users
 - k. Create and distribute to each agency's OCFO top management a yearly internal online user survey. The survey responses will verify proper employee online access
 - l. Assist the OFT Banking Services Officer and OFT Banking Analyst with the preparation of daily collateral monitoring report. Ensure all banks, debt, and investment statement balances are reflected in daily report and accurately calculated.
 - m. Request audit reports (ex. monthly FDIC, SSAE reports, etc.) and deliver to the OFT Banking Services Officer from financial institutions for review and signature
 - n. Identify and resolve cash flow and essential banking operations discrepancies

C.5.18.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Banking knowledge and experience on the corporate side of a bank, required
- b. Previous Treasury Management Experience
- c. Experience handling Wires, ACH Origination, and ACH Return processing, a plus
- d. Cash Management implementation (e.g. wire transfers, payments, invoices, budgeting)
- e. Knowledge of the District's or other similar municipality banking processes, policies and general guidelines, a plus
- f. Excellent communication skills to create in-depth written documents and presentations, which articulate program information and document discussions and findings.
- g. Sound knowledge of SharePoint or similar system to manage and maintain records and data
- h. Strong organizational and project management skills, detail oriented, and experience

2) Education:

Bachelor's Degree in Accounting or Finance

3) Technical Skills:

Sound knowledge of the Microsoft Office suite of applications (i.e. Word, Excel, Access, Office, and PowerPoint)

Cashiering Operations Unit Position

C.5.19 **Customer Service Representative (COU):** The Contractor shall provide a Customer Service Representative as defined in this section.

C.5.19.1 Position Description: The Contractor personnel shall perform the following duties and responsibilities for the Cashiering Operations Unit:

- a. Process transactions within a computerized cashiering system.
- b. Process transactions involving cash, checks, money orders, credit cards and debit cards.
- c. Distinguish between types of tenders and process accordingly in the system.
- d. Reconcile work at the end of the day to beginning bank.

C.5.19.2 Qualifications: The Contractor's personnel shall, at minimum, have the following qualifications:

1) Experience:

- a. Customer Service Representative shall have at least 1-2 years of demonstrated cash handling experience preferably within a banking or credit union environment
- b. Experience handling cash in a retail environment will also be considered but is secondary to working in a bank or credit union
- c. Strong organizational skills and attention to detail
- d. Accuracy when handling business cash transactions with the public
- e. Must possess strong communications skills and the ability to interact with the public in a friendly and cheerful manner
- f. A strong aptitude for customer service, settlements and reconciliation
- g. Must understand the procedures for reconciling differences in cash, checks and credit card transactions and reconciling work to beginning bank
- h. Must be willing to rotate to different cashiering locations within the District on an as needed basis

2) Education:

High School Diploma or GED

3) Technical Skills:

- a. Must have the aptitude for using computers and working with computerized cashiering systems
- b. Specific system knowledge requirements include: Etims, INOVAH, Destiny, and SOAR

[End of Section C]

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

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

D.2 MARKING

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

[End of Section D]

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

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

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

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

E.1.3 Inspection of Services

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

E.2 ACCEPTANCE

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

E.3 WARRANTY OF SERVICES

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

E.3.2 Warranty Provision:

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of discovery. This notice shall state either:
- (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
 - (2) That the District does not require correction or reperformance.
- (b) If the Contractor is required to correct or reperform, it shall be at no cost to the District, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.
- (c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

[End of Section E]

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

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.
- F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.3 DELIVERABLES

- F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in Section G in accordance with Section C.
- F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in Section I.31 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.6.

[End of Section F]

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

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

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

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

(b) Contracting Officer Technical Representative (COTR)

- i. The COTR for this contract is:

Jeanne Hoover
Senior Financial Manager and Policy Advisor
Office of Finance and Treasury
1101 4th St. S.W. Suite W850 Washington, DC 20024
(202) 727-0911
Jeanne.Hoover@dc.gov

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

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

G.2 INVOICE PAYMENT

- G.2.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.2.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.
- G.2.3 Unless otherwise specified in this contract, and with presentation of a properly executed invoice:

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

G.3 INVOICE SUBMITTAL

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

G.4 THE QUICK PAYMENT ACT

G.4.1 Interest Penalties to Contractors

- G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:
 - G.4.1.1.1 The date on which payment is due under the terms of this contract;
 - G.4.1.1.2 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
 - G.4.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before the 15th day after any other required payment date.
 - G.4.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.4.2 Payments to Subcontractors

- G.4.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:
- G.4.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
- G.4.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.4.2.2 The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the 15th day after any other required payment date.
- G.4.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.4.3 Subcontract requirements
- G.4.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).
- G.4.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

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

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

G.6 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.7 ORDERING CLAUSE

- G.7.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.
- G.7.2 All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.
- G.7.3 If mailed, an order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

[End of Section G]

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

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

H.2 SUBCONTRACTS

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

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

- H.3.1 Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000 during a period when there is no **COVID-19 emergency** (as later defined in Section H.3.16(c)(3)), unless a waiver has been approved by the Director of the Department of Small and Local Business Development in accordance with D.C. Code §2-218.51, are required to:
- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
 - (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
 - (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

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

H.3.2

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

H.3.3 [Intentionally Deleted]

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

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

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

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

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

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

- H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development upon the initiation and completion of a project.
- H.3.9 Within 15 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development (at compliance.enforcement@dc.gov), the Contracting Officer, and the project manager which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:
- (a) The price to be paid by the contractor to the subcontractor;
 - (b) A description of the goods procured or the services contracted for;
 - (c) The amount paid by the contractor to the subcontractor under the subcontract; and
 - (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.

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

- H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, and the project manager to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.
- H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.
- H.3.12 Waiver of Subcontracting Requirements
- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
 - (b) [Intentionally Deleted]
 - (c) [Intentionally Deleted]
 - (d) The Beneficiary should provide the following information in its waiver request to the Contracting Officer to demonstrate the Beneficiary’s good faith efforts to secure involvement by a Certified Business Enterprise:

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

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

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

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

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

- (a) “Beneficiary” means a business enterprise that is the prime contractor or developer on a government-assisted project.
- (b) “Government-assisted project” means:

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

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

H.3.16

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

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

H.4 WARRANTIES

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

- H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.
- H.4.7 The Contractor warrants and agrees that all services provided by it under the Contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.
- H.4.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this Contract without the express written consent of the District.
- H.4.9 The Contractor warrants and agrees that it shall keep all equipment in good condition and repair, and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under the Contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance. The Contractor agrees to develop a maintenance and replacement schedule subject to approval by the District and agrees to comply with that schedule.
- H.4.10 The Contractor warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods, system proposed in the Contract or any interest therein, or permit any of it to become a fixture or accession to other goods or property without the prior written consent of the District.

H.5 DISCLOSURE OF LITIGATION

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

H.6 CONTINUITY OF SERVICES

The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future

contract for performance of the required services, the original Contractor shall cooperate fully with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract. To that end, the Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS

- H.7.1 The District may initiate investigations into the backgrounds of any of the Contractor's officers, principals, investors, owners, employees, vendors, subcontractors, or subcontractors' officers, principals, owners, employees or vendors, or any other associates of the Contractor(s) it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies.
- H.7.2 The Contractor agrees that, during the term of the Contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees and owners, as well as all information about its subcontractors' officers, directors, employees and owners, as the District may prescribe. The Contractor also agrees that the District may conduct background investigations of such persons.
- H.7.3 The District may also require that contractors (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing, (2) provide documents and other information of official interest, and (3) attend integrity training.

H.8 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

[End of Section H]

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

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

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

I.2 WAIVER

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

I.3 INDEMNIFICATION

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

I.4 TRANSFER

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

I.5 TAXES

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

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

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

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

I.6 OFFICIALS NOT TO BENEFIT

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

I.7 DISPUTES

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

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

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

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

I.8 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required

for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section I.7 Disputes**.

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

I.9 TERMINATION FOR DEFAULT

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

- B. In the event the District terminates this contract in whole or part as provided in paragraph A. above, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated; and the Contractor shall be liable to the District for any excess costs for similar supplies or services. Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.
- C. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called “manufacturing materials”) as the Contractor has specifically produced or specifically produced or specifically acquired for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provision of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for a termination for convenience be the same as if the notice of termination had been issued pursuant to such clause. Section I.10 “Termination for Convenience.”

- F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.
- G. As used in paragraph C., above, the terms “subcontractor” and “subcontractors” means subcontractor(s) at any tier.

I.10 TERMINATION FOR CONVENIENCE

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

- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.
- (e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
- (1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

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

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

I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS

- A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
- (1) the Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment made under this contract.
 - (2) There has been any breach or violation of:

- (A) Any provision of the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq., or
 - (B) The contract provision against contingent fees.
- B. If a contract is terminated pursuant to this section, the Contractor: (i) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and (ii) shall refund all profits or fixed fees realized under the contract.
- C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

I.12 EXAMINATION OF THE BOOKS

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

I.13 NON-DISCRIMINATION CLAUSE

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

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

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

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

compliance with this chapter, and to require under the terms of any subcontractor agreement each subcontractor to permit access of such subcontractor's books, records, and accounts for such purposes.

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

I.14 SERVICE CONTRACT ACT OF 1965

Definitions:

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

- A. **Applicability.** To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29CFR 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C, 29 CFR 4.
- B. **Compensation:** (i) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any attachments to this contract; (ii) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency,

the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation for final determination to the Office of Government Contract Wage Standards, Wage and Hour Division Employment Standards Administration (ESA), and the Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation. (iii) If the term of this contract is more than one (1) year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every two (2) years under wage determinations issued by ESA.

- C. **Minimum Wage.** In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligations to pay a higher wage to any employee.
- D. **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c (b) apply or unless the Secretary of Labor or the Secretary's authorized representative - (i) Determines that the agreement under the predecessor was not the result of arms-length negotiations, or (ii) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality.
- E. **Notification to Employees.** The Contractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the work site, using such poster as may be provided by the Department of Labor.
- F. **Safe and sanitary working conditions.** The Contractor shall not permit services called for by this contract to be performed in building or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- G. **Records.** The Contractor shall maintain for three (3) years from the completion of the work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(i) For each employee subject to the Act –

(a) Name and address;

- (b) Work classification or classifications, rate or rates of wages and fringe benefits provided;
 - (c) Rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (d) Daily and weekly hours worked; and
 - (e) Any deductions, rebates, or refunds from total daily and weekly compensation.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (B)(iii) of this clause. A copy of the report required by paragraph (D) of this clause will fulfill this requirement.
- H. **Withholding of Payments and Termination of Contract:** The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.
- I. **Contractor's Report:** (i) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph C. of this clause. (ii) If wages to be paid or fringe benefits to be furnished any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.
- J. **Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (i) In accordance with regulations issued under Section 14, of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA(29 CFR 520, 521, 524 and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act. (ii) The Administrator will issue certificates under the Act for employing apprentices, and student learners, disabled persons, or disabled clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to

different minimum rates of minimum wages, but without changing requirements concerning fringe benefits for supplementary cash payments in lieu of these benefits; (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528; and (iv) an employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) of the Act or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

I.15 RECOVERY OF DEBTS OWED THE DISTRICT

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

I.16 NON-DISCLOSURE AGREEMENT

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

I.17 GOVERNMENT PROPERTY

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

I.18 RIGHTS IN DATA

A. Definitions

- 1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom

Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

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

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.19 PATENTS

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

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

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

I.22 MULTIYEAR CONTRACT

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

I.23 RESERVED

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

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

I.25 CONTRACTS THAT CROSS FISCAL YEARS

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

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

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

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

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

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

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially

responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
5. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence.
6. Cyber Liability Insurance - The Contractor shall provide Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of

private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act.
- B. PRIMARY AND NONCONTRIBUTORY INSURANCE. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
1. The additional insured is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for five (5) years following final acceptance of the work performed under this contract.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should his insurance coverages renew during the contract.

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

The Government of the District of Columbia

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

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

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

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

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

I.32 COVENANT AGAINST CONTINGENT FEES

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

I.33 HEALTH AND SAFETY STANDARDS

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

I.34 FORCE MAJEURE

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

I.35 GOVERNING LAW

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

I.36 ORDER OF PRECEDENCE

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

- (1) Contract
- (2) Contract Attachments
- (3) Contractor Proposal dated October 5, 2020

[End of Section I]

SECTION J
ATTACHMENTS

The following Attachments are hereby incorporated:

- J.1 U.S. Department of Labor Wage Determination No. 2015-4281, Revision 16, Dated 04/23/2020
- J.2 Doing Business with Integrity
- J.3 Bidder Offeror Form

[End of Section J]

CFOPD-20-R-017

Professional Staff Support Services – OFT

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED OFFICERS

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

Michael A. Beale, Pre sident (202) 842-0842

K.2 PENDING LEGAL CLAIMS AGAINST THE DISTRICT

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

Mb Staffing Services LLC has no pending legal claims against the District.

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

Michael A. Beale 09/28/20 President
Signature Date Title

K.3 TERMS AND CONDITIONS CERTIFICATION

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

Michael A. Beale 09/28/20 President
Signature Date Title

[End of Section K]