# AWARD/CONTRACT

1. Solicitation Number **CFOPD-26-R-009**

Page of Pages: 1 | 59 + Attachments

2. Contract Number: **CFOPD-26-C-009**

3. Effective Date: See 20C

4. Requisition/Purchase Request/Project No.

5. Issued By — Code
**Office of the Chief Financial Officer**
**Office of Contracts**
**1100 - 4th Street, SW., Suite E620**
**Washington, DC 20024**

6. Administered By (If other than line 5)

7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)
Global Printing, Inc. dba More Vang
3670 Wheeler Ave.
Alexandria, VA 22304-6403
Attn: Lisa Farnsworth - Print Project Manager
lfarnsworth@morevang.com (240) 533-3016
Code | Facility

8. Delivery
[X] FOB Destination [ ] 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) | Item

11. Ship to/Mark For — Code
Office of the Chief Financial Officer
Office of Financial Operations & Administration
1100 4th Street, S.W. Suite E450
Washington, DC 20024
Attn: Vanessa Jackson
Vanessa.Jackson@dc.gov (202) 442-8220

12. Payment will be made by — Code
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: Requirements with Firm Fixed Price

14. Accounting and Appropriation Data

| 15A. Item | 15B. Supplies/Services | 15C. Qty | 15D. Unit | 15E. Unit Price | 15F. Amount |
|---|---|---|---|---|---|
| 1 | Annual Report/PAFR Printing Services | 1 | Lot | NTE $69,734.00 | NTE $69,734.00 |
| | (See Section B.5 Price Schedule) | | | | |
| | | | | | |
| | | | Total Amount of Contract | | NTE $69,734.00 |

16. Table of Contents


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**Contracting Officer will Complete Item 17 or 18 as Applicable**

17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 pdf copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18 [ ] 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): Jonathan Budington / President

20A. Name of Contracting Officer: Drakus Wiggins, CCPB, CPPO

19B. Name of Contractor (Signature of person authorized to sign)

19C. Date Signed: 11/19/25

20B. District of Columbia (Signature of Contracting Officer): Drakus Wiggins

20C. Date Signed: 11/20/2025

# 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 Financial Operations & Systems (OFOS) (the "District") is awarding a contract to provide printing services to produce the District's Annual Comprehensive Financial Report (Annual Report), the Popular Annual Financial Report (PAFR), and the Long-Range Capital Financial Plan.

## B.2 CONTRACT TYPE

The District is awarding a Requirements with Firm Fixed Price Contract.

## B.3 ALL-INCLUSIVE PRICING

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

## B.4 REQUIREMENTS CONTRACT

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

## B.5 PRICE SCHEDULE – REQUIREMENTS

### B.5.1 BASE YEAR

| CLIN | Item Description | Estimated Quantity | Estimated Quantity | Unit Price | Total Estimated Price |
|---|---|---|---|---|---|
| 001 | Design Services Annual Reports | | 12 Designs | $1,600.00 Per Design | $19,200.00 |
| 002 | Design Services PAFR Reports | | 6 Designs | $1,200.00 Per Design | $7,200.00 |
| 003 | Annual Reports | 235 | 400 | $0.33 | $31,020.00 |

| | | | | | |
|---|---|---|---|---|---|
| | | Pages Per Hardcopy | Hardcopies | Per Page | |
| 004 | PAFR Report | 16 Pages Per Hardcopy | 200 Hardcopies | $0.27 Per Page | $864.00 |
| 005 | Annual Report Covers and Dividers | | 400 Hardcopies | $1.80 Per Hardcopy | $720.00 |
| 006 | New File | | 2 New File | $150.00 Per File | $300.00 |
| 007 | Courier / Delivery Service | | 10 Trips | $155.00 Per Trip | $1,550.00 |
| 008 | Long Range Plan | 60 Pages Per Hardcopy | 100 Hardcopies | $0.33 Per Page | $1,980.00 |
| 009 | Long Range Plan Book Cover, Tabs | | 100 Sets | $21.00 Per Set | $2,100.00 |
| 010 | Design Services Long Range Plan Reports | | 4 Designs | $1,200.00 Per Design | $4,800.00 |
| | | | | **Base Year Total** | **$69,734.00** |

## B.5.2 OPTION YEAR ONE

| CLIN | Item Description | Estimated Quantity | Estimated Quantity | Unit Price | Total Estimated Price |
|---|---|---|---|---|---|
| 100 | Design Services Annual Reports | | 12 Designs | $1,680.00 Per Design | $20,160.00 |
| 101 | Design Services PAFR Reports | | 6 Designs | $1,260.00 Per Design | $7,560.00 |
| 102 | Annual Reports | 235 Pages Per Hardcopy | 400 Hardcopies | $0.35 Per Page | $32,900.00 |
| 103 | PAFR Report | 16 Pages Per Hardcopy | 200 Hardcopies | $0.28 Per Page | $896.00 |
| 104 | Annual Report Covers and Dividers | | 400 | $1.89 | $756.00 |

| | | | | | |
|---|---|---|---|---|---|
| | | | Hardcopies | Per Hardcopy | |
| 105 | New File | | 2<br>New File | $150.00<br>Per File | $300.00 |
| 106 | Courier / Delivery Service | | 10<br>Trips | $162.75<br>Per Trip | $1,627.50 |
| 107 | Long Range Plan | 60<br>Pages Per Hardcopy | 100<br>Hardcopies | $0.35<br>Per Page | $2,100.00 |
| 108 | Long Range Plan Book Cover, Tabs | | 100<br>Sets | $22.05<br>Per Set | $2,205.00 |
| 109 | Design Services Long Range Plan Reports | | 4<br>Designs | $1,260.00<br>Per Design | $5,040.00 |
| | | | | **Option Year One Total** | **$73,544.50** |

### B.5.3 OPTION YEAR TWO

| CLIN | Item Description | Estimated Quantity | Estimated Quantity | Unit Price | Total Estimated Price |
|---|---|---|---|---|---|
| 200 | Design Services Annual Reports | | 12<br>Designs | $1,764.00<br>Per Design | $21,168.00 |
| 201 | Design Services PAFR Reports | | 6<br>Designs | $1,323.00<br>Per Design | $7,938.00 |
| 202 | Annual Reports | 235<br>Pages Per Hardcopy | 400<br>Hardcopies | $0.36<br>Per Page | $33,840.00 |
| 203 | PAFR Report | 16<br>Pages Per Hardcopy | 200<br>Hardcopies | $0.30<br>Per Page | $960.00 |
| 204 | Annual Report Covers and Dividers | | 400<br>Hardcopies | $1.98<br>Per Hardcopy | $792.00 |
| 205 | New File | | 2<br>New File | $150.00<br>Per File | $300.00 |
| 206 | Courier / Delivery Service | | 10<br>Trips | $170.89<br>Per Trip | $1,708.90 |

| | | | | | |
|---|---|---|---|---|---|
| 207 | Long Range Plan | 60 Pages Per Hardcopy | 100 Hardcopies | $0.36 Per Page | $2,160.00 |
| 208 | Long Range Plan Book Cover, Tabs | | 100 Sets | $23.15 Per Set | $2,315.00 |
| 209 | Design Services Long Range Plan Reports | | 4 Designs | $1,323.00 Per Design | $5,292.00 |
| | | | | **Option Year Two Total** | **$76,473.90** |

### B.5.4 OPTION YEAR THREE

| CLIN | Item Description | Estimated Quantity | Estimated Quantity | Unit Price | Total Estimated Price |
|---|---|---|---|---|---|
| 300 | Design Services Annual Reports | | 12 Designs | $1,852.20 Per Design | $22,226.40 |
| 301 | Design Services PAFR Reports | | 6 Designs | $1,389.15 Per Design | $8,334.90 |
| 302 | Annual Reports | 235 Pages Per Hardcopy | 400 Hardcopies | $0.38 Per Page | $35,720.00 |
| 303 | PAFR Report | 16 Pages Per Hardcopy | 200 Hardcopies | $0.31 Per Page | $992.00 |
| 304 | Annual Report Covers and Dividers | | 400 Hardcopies | $2.08 Per Hardcopy | $832.00 |
| 305 | New File | | 2 New File | $150.00 Per File | $300.00 |
| 306 | Courier / Delivery Service | | 10 Trips | $179.43 Per Trip | $1,794.30 |
| 307 | Long Range Plan | 60 Pages Per Hardcopy | 100 Hardcopies | $0.38 Per Page | $2,280.00 |
| 308 | Long Range Plan Book Cover, Tabs | | 100 Sets | $24.31 Per Set | $2,431.00 |

| | | | | | |
|---|---|---|---|---|---|
| 309 | Design Services Long Range Plan Reports | | 4 Designs | $1,389.15 Per Design | $5,556.60 |
| | | | | **Option Year Three Total** | **$80,467.20** |

### B.5.5 OPTION YEAR FOUR

| CLIN | Item Description | Estimated Quantity | Estimated Quantity | Unit Price | Total Estimated Price |
|---|---|---|---|---|---|
| 400 | Design Services Annual Reports | | 12 Designs | $1,944.81 Per Design | $23,337.72 |
| 401 | Design Services PAFR Reports | | 6 Designs | $1,458.61 Per Design | $8,751.66 |
| 402 | Annual Reports | 235 Pages Per Hardcopy | 400 Hardcopies | $0.40 Per Page | $37,600.00 |
| 403 | PAFR Report | 16 Pages Per Hardcopy | 200 Hardcopies | $0.33 Per Page | $1,056.00 |
| 404 | Annual Report Covers and Dividers | | 400 Hardcopies | $2.19 Per Hardcopy | $876.00 |
| 405 | New File | | 2 New File | $150.00 Per File | $300.00 |
| 406 | Courier / Delivery Service | | 10 Trips | $188.40 Per Trip | $1,884.00 |
| 407 | Long Range Plan | 60 Pages Per Hardcopy | 100 Hardcopies | $0.40 Per Page | $2,400.00 |
| 408 | Long Range Plan Book Cover, Tabs | | 100 Sets | $25.53 Per Set | $2,553.00 |
| 409 | Design Services Long Range Plan Reports | | 4 Designs | $1,458.61 Per Design | $5,834.44 |
| | | | | **Option Year Four Total** | **$84,592.82** |

**B.5.6 SUMMARY**

| Period of Performance | Totals |
|---|---|
| B.5.1 Base Year | $69,734.00 |
| B.5.2 Option Year One | $73,544.50 |
| B.5.3 Option Year Two | $76,473.90 |
| B.5.4 Option Year Three | $80,467.20 |
| B.5.5 Option Year Four | $84, 592.82 |
| **Grand Total** | **$384,812.42** |

# SECTION C

# DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 SCOPE

The District of Columbia (the District) Office of the Chief Financial Officer, Office of Contracts, on behalf of Office of Financial Operations and Systems (OFOS) is awarding a contract to provide printing services to produce the District's Annual Comprehensive Financial Report (Annual Report), the Popular Annual Financial Report (PAFR), and the Long-Range Capital Financial Plan.

## C.2 DEFINITIONS

These terms when used herein have the following meanings:

a) Plastikoil – plastic coil binding.

b) Blueline draft – a proof of the document to be printed. The Blueline is generated from the printing files and burned onto a paper substrate showing the image (text, photos and logos in their placement).

## C.3 BACKGROUND

The Government of the District of Columbia requires to have the financial statements of the government audited by an independent auditor every fiscal year. The District's fiscal year begins on October 1st and ends on September 30th of the following year. By law, the audited financial statements, commonly known as the Annual Report, must be published no later than February 1st which is four (4) months following the end of the fiscal year. The District also publishes a Popular Annual Financial Report (PAFR) subsequent to the production and publication of the Annual Report. The PAFR is a "citizen-friendly" version of the Annual Report and must be published no later than February 1st as well. The District's Office of the Chief Financial Officer (OCFO), Office of Financial Operations and Systems (OFOS) is responsible for timely preparing and releasing both the Annual Report and the PAFR, consistent with applicable law and relevant authoritative financial reporting standards.

1. Long-Range-Capital Financial Plan: https://cfo.dc.gov/page/long-range-capital-financial-plan-report

2. Annual Report: https://cfo.dc.gov/page/annual-financial-reports

3. PAFR/Citizens Report: https://cfo.dc.gov/page/annual-financial-reports-pafr

## C.4 REQUIREMENTS

C.4.1 Annual Report and Popular Annual Financial Report

1. The Contractor shall print, produce, and deliver the District's Annual Report and PAFR. The Contractor shall present a printing schedule to be used when working with OFOS. This schedule shall include nights and weekends and facilitate the presentation of drafts of the Annual Report and PAFR for review, formatting, and to meet the printing requirements of the final reports as specified by the District. The Contractor shall meet any additional scheduling needs and delivery deadlines required by the District throughout the duration of the Contract.

2. The Contractor shall coordinate, in conjunction with District personnel, both face-to-face and telephone meetings.

3. The Contractor shall accommodate and strictly follow all design requirements as stipulated by the District for which various financial statements and related information is presented. The design services shall include the Contractor providing redesigns as requested by the District.

4 The Contractor shall design, lay out, photocopy, and present an Annual Report consisting of the quantity of pages per Section B, Price Schedule for paper size 8 ½ x 11.

5 The Contractor shall provide the quantity of hardcopy Annual Reports per Section B, Price Schedule. The Annual Report hardcopies shall be bound with "plastikoil."

6. The Contractor shall ensure that the Annual Report has three major sections consisting of an Introductory Section, Financial Section, and the Statistical Section. Cover and divider pages shall be 100-pound Moorim gloss cover stock, with pictures, sub-topics, table of contents and the District government's official logo shall separate and designate each of these sections. Each of these dividers shall have print on only one side. Printing shall be in color and black and white, with portrait and landscape orientation.

7. The Contractor shall ensure the Annual Report's interior contents are divided into sections consisting of the transmittal letters, management discussions and analysis, financial statements, notes to the financial statements, miscellaneous graphs and charts, and narratives that accompany the financial statements. These shall be printed on 80-pound McCoy silk paper. Printing shall be in color, with portrait and landscape orientation and shall be two-sided.

8. The Contractor shall process a new file in the event the District and the Contractor agreed that a new file must be used to produce the Annual Report caused by changes that need to be made in several pages of the original file. The Contractor must ensure all images, margins, and contents are processed in the same manner as the original file unless and otherwise the District requests more changes. The cost of processing the new file shall be as per Section B, Price Schedule.

9. The Contractor shall design, lay out, and present a PAFR report consisting of the quantity of pages per Section B, Price Schedule for paper size 8 ½ x 11.

10. The Contractor shall provide the quantity hardcopy PAFR reports per Section B, Price Schedule.

11. The Contractor shall ensure that the PAFR front and back covers contains pictures, topics, sub-topics as well as the District government's official logo, and consists of printing on one side only. Examples will be provided by the District, if necessary. Furthermore, the front and back cover shall be 80-pound Moorim gloss cover stock; text 80-pound gloss text. Printing and design shall be in color and black and white, with portrait and landscape orientation.

12. The Contractor shall ensure the PAFR has no dividers. This report shall consist of letters, notes, graphs, charts, schedules and financial statements, photographs and other standard items included within a financial report.

13. The Contractor shall provide Adobe PDF (Web-ready) versions of the Annual Report and PAFR via email within one (1) day of the delivery of the hardcopies at no cost.

    13.1 To ensure Americans with Disabilities Act (ADA) compliance on public documents online, the file that the District will provide to the Contractor to produce the Annual Report and PAFR will include "tags" so that the Adobe PDF (Web-ready) versions will meet ADA compliance. The Adobe PDF (Web-ready) versions provided by the Contractor shall maintain the included "tags".

    13.2 If, however, the District provides files that do not include "tags", or if additional file work, manipulation, or creation of ADA-compliant tags/bookmarks is required by the Contractor, said work shall be performed by the Contractor following a bilateral modification to the Contract agreed to by both parties.

14. The Contractor shall assemble data from various electronic mediums provided by the District, as well as hard copy materials such as photographs or slides, and incorporate all specified items into the Annual Report and the PAFR.

15. The Contractor shall ensure that all drafts, "Blueline," "camera-ready," and final reports and other documents required under the Contract shall be delivered to the address as shown below:

    Office of Financial Operations and Systems
    1100 4th Street, SW, Suite 800
    Washington, DC 20024
    Telephone 202-442-8200

16. Delivery services shall be on a deliverable-by-deliverable basis, as requested by the District.

17. Within five (5) business days after the Contract award, the Contractor shall meet with the COTR for an initial meeting to review the scope of work and to discuss specific printing

features such as the kind of photos the District prefers and clarify points of understanding regarding the delivery timeline. A copy of the prior year's Annual Report and PAFR will be made available to the Contractor.

18. The Contractor's representative shall meet with the District at times and dates as specified by the District during the term of the Contract and as required by the District. The purpose of these meetings will be to discuss changes to drafts or adjustments to the delivery timeline. The District anticipates meeting July through November to be fine-tuning design and layout choices, December through January to be actually reviewing drafts and issuing, and then February through April printing PAFR and discussing plans for the next season.

19. The specific delivery dates and timelines will be presented by the District to the Contractor. The District may require no less than 24 hours turnaround time for all printing requirements for the Annual Report.

C.4.2 Long Range Capital Financial Plan

1. The Contractor shall print, produce, and deliver the District's Long Range Capital Financial Plan. The Contractor shall present a printing schedule to be used when working with the District. This schedule shall include nights and weekends and facilitate the presentation of drafts of the Long Range Capital Financial Plan for review, formatting, and to meet the printing requirements of the final plans as specified by the District. The Contractor shall meet any additional scheduling needs and delivery deadlines required by the District throughout the duration of the Contract.

2. The Contractor shall coordinate, in conjunction with District personnel, both face-to-face and telephone meetings.

3. The Contractor shall accommodate and strictly follow all design requirements as stipulated by the District for which various financial and related information is presented. The Contractor shall design the front and back cover based on approximately 25 photos provided by the District. The design services shall include the Contractor providing redesigns as requested by the District.

4. The Long Range Plan Book Covers shall be on 80# Gloss Cover, printed 4/4, and the Tabs (7 – 3rd and 4th cut, printed 110# Index, K/0 on the tab with clear laminate).

5. The Contractor shall produce up to the quantity of the Long Range Capital Financial Plan hardcopies and Book Covers sets, which is one cover and seven tabs, per Section B, Price Schedule.

6. Delivery services by be on a deliverable-by-deliverable basis, as requested by the District.

7. The Contractor's representative shall meet with the District at times and dates as specified by the District during the term of the Contract and as required by the District. The purpose of these meetings will be to discuss changes to drafts or adjustments to the delivery timeline.

8. The specific delivery dates and timelines will be presented by the District to the Contractor. The District may require no less than 24 hours turnaround time for all printing requirements for the Long Range Capital Financial Plan.

C.4.3 Liquidated Damages

The parties agree that time is of the essence in the performance of this contract.

a) If the Contractor fails to deliver the required printed materials within the time specified in this contract, or any extension thereof, the Contractor shall, in place of actual damages, pay to the District liquidated damages in the amount of $1,000 per calendar day of delay.

b) If the Contractor delivers printed materials that do not conform to the specifications, including but not limited to paper quality, ink, binding, or formatting, and such nonconformance is not corrected within the time specified by the District, the District may assess liquidated damages of $10.00 per nonconforming unit, not to exceed 10% of the total contract price.

c) These liquidated damages shall be in addition to any other remedies available to the District under this Contract. The total amount of liquidated damages shall be deducted by the Contractor from any sums due or to become due to the Contractor.

d) The Contractor shall not be charged with liquidated damages when the delay or nonconformance arises out of causes beyond the control, and without the fault or negligence of the Contractor, as defined in Section I.34, Force Majeure.

# SECTION D

# PACKAGING AND MARKING

## D.1 PACKAGING

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

## D.2 MARKING

D.2.1 Unless otherwise specified herein, all reports and deliverables delivered under this contract must be plainly marked, stating the Contractor's name, contract number and addressed to the recipient, including the name of the office or floor, and the recipient's office telephone number as noted in the contract.

D.2.2 In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk.

D.2.3 Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

# SECTION E

# INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES

## E.1 INSPECTION

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

E.1.2 Inspection of Supplies

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor' s risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor' s or subcontractor' s premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for

inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.

(f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.

(j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor' s plant, nor more than 7 business days in other instances.

(k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.

(l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor' s plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable

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

E.1.3 Inspection of Services

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

(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

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

(d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

## E.2 ACCEPTANCE

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

## E.3 WARRANTY OF SERVICES

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

E.3.2 Warranty Provision:

(a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of discovery. This notice shall state either:

(1) That the Contractor shall correct or re-perform any defective or nonconforming services; or

(2) That the District does not require correction or reperformance.

(b) If the Contractor is required to correct or reperform, it shall be at no cost to the District, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.

(c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(d) The warranty provisions of this section are regarding the fault of the Contractor. The Contractor shall not be liable for inspection or acceptance failures that are the fault of the District.

# 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 (1) 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.

# SECTION G

# CONTRACT ADMINISTRATION

## G.1 CONTRACT ADMINISTRATORS

### (a) Contracting Officer

i. The Contracting Officer (or "CO") for this contract is:

Drakus Wiggins
Contracting Officer
Office of the Chief Financial Officer
1100 4th St. SW Suite E620
Washington, DC 20024
Telephone: (202) 442-7121
Fax: 202-442-6454
E-mail address: drakus.wiggins@dc.gov

ii. The Contracting Officer is the only official authorized to legally bind the District and make changes to the requirements, terms and conditions of this contract. Only the Contracting Officer can increase, decrease, extend or terminate this contract. All other changes are unauthorized.

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

iv. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

i. The COTR for this contract is:

Vanessa Jackson
Senior Manager, Operations & Administration
Office of Financial Operations & Systems (OFOS)
1100 4th St. S.W. Suite E450 Washington, DC 20024
(202) 442-8220
Email address: Vanessa.Jackson@dc.gov

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

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

a. Keeping the Contracting Officer fully informed of any technical or contractual difficulties encountered during the performance period and advising the Contracting Officer of any potential problem areas under the contract;

b. Coordinating site entry for Contractor personnel, if applicable;

c. Reviewing invoices for completed work and approving invoices if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

d. Reviewing and approving invoices for deliverables to ensure receipt of goods and services.

e. Timely processing of invoices and vouchers in accordance with the District's payment provisions; and

f. Maintaining a file that includes all contract correspondence, modifications, records of inspections and invoice or vouchers.

iii. The COTR does NOT have the authority to:

a. Award, agree to, or sign any contract, delivery order or task order. Only the Contracting Officer shall make contractual agreements, commitments or modifications;
b. Grant deviations from or waive any of the terms and conditions of the contract;
c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
d. Authorize the expenditure of funds by the Contractor;
e. Change the period of performance; or
f. Authorize the use of District property, except as specified under the contract.

iv. The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## G.2 <u>INVOICE PAYMENT</u>

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

G.4.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.4.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.4.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

G.4.1.2.1 3rd day after the required payment date for meat or a meat product;

G.4.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.4.1.2.3 15th day after any other required payment date.

G.4.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.4.2 Payments to Subcontractors**

G.4.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.4.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.4.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.4.2.2 The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.4.2.2.1 3rd day after the required payment date for meat or a meat product;

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

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

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

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

**G.4.3 Subcontract requirements**

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

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

## G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

# SECTION H

# SPECIAL CONTRACT REQUIREMENTS

## H.1 STAFFING

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

## H.2 SUBCONTRACTS

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

## H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

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

(a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or

(b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

(c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

(d) Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise shall not have to comply with Sections H.3.1(a) or H.3.1(b). Nonetheless, Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise that does subcontract any portion of the contract work must submit a subcontracting plan to show the Beneficiary is retaining the minimum required amount of work with its own organization and resources and to show the Beneficiary subcontracts with certified business enterprises pursuant to D.C. Code § 2–218.46.

H.3.2

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

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

(c) For each government-assisted project of $1 million or less for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the on-site work with its own workforce.

H.3.3 Bids or proposals responding to a solicitation, including an open market solicitation, shall be deemed nonresponsive and shall be rejected if a subcontracting plan is required by law and the Beneficiary fails to submit a subcontracting plan as part of its bid or proposal and the Beneficiary fails to submit a plan that meets the criteria set forth in H.3.4. The subcontracting plan required shall be provided before the District accepts the submission of the bid or proposal.

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

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

H.3.5 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 30 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development (at compliance.enforcement@dc.gov), the Contracting Officer, and the project manager which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:

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

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

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

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

H.3.12 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.3.13 Notwithstanding the requirements set forth in this Section H.3, a Beneficiary, and any other certified business enterprise subject to this section, shall fully comply with the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51. If there is a conflict between the requirements set forth in this Section H.3 and D.C. Code §§ 2-218.46, 2-218.51, the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51 shall govern.

## H.4 WARRANTIES

H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.

H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.

H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.

H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.

H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.

H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.

H.4.7 The Contractor warrants and agrees that all services provided by it under the Contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.

H.4.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this Contract without the express written consent of the District.

H.4.9 The Contractor warrants and agrees that it shall keep all equipment in good condition and repair, and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under the Contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance. The Contractor agrees to develop a maintenance and replacement schedule subject to approval by the District and agrees to comply with that schedule.

H.4.10 The Contractor warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods, system proposed in the Contract or any interest therein, or permit any of it to become a fixture or accession to other goods or property without the prior written consent of the District.

## H.5 DISCLOSURE OF LITIGATION

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

Columbia operations and all threatened or pending litigation that may be considered material to the overall operations of the Contractor.

## H.6 CONTINUITY OF SERVICES

The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate fully with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract. To that end, the Contractor agrees to exercise its best efforts and cooperation to 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.7.4 To advise Contractor individuals of the high expectation of integrity, in addition to Attachment J.2, Doing Business with Integrity, all Contractor personnel, including direct or indirect employees and any employed by a subcontractor, assigned to the Contract shall be subject to annually attend the OCFO/OIO Integrity and Ethics Training at the District's direction. The training may be in-person and last up to four hours or may be web-based and last up to two hours.

## H.8 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

## H.9 ADVISORY AND ASSISTANCE SERVICES

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

## H.10 OCFO/OCIO CYBERSECURITY AWARENESS TRAINING

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

# SECTION I

# CONTRACT CLAUSES

## I.1 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

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

A. Contract Work Standards Act of August 13, 1962, also known as the Contract Work Hours and Safety Standards Act of 1962, 76 Stat. 357-360.

B. Buy American Act, Act of March 3, 1983, c.212, Title III, 47 Stat. 1520, as amended.

C. Walsh-Healy Public Contracts Act, Act of June 30, 1936, c.881, 49 Stat. 2036, as amended. (Applies only when contract is $10,000 or more).

D. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts."

E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.

F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."

G. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.

H. Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act)

I. Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.

J. Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152)

K. Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.), as amended, ("Living Wage Act of 2006") which applies to all contracts for services in the amount $100,000 or more in a 12-month period. The current living wage rate, the Living Wage Act Fact Sheet which includes exemption information, and the Living Wage Act Poster may be found at https://does.dc.gov/service/office-wage-hour-compliance-0 or contact the Department of Employment Services at (202) 724-7000.

## I.2 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 Contacting 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 RESEVED**

**I.21 APPROPRIATION OF FUNDS**

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

**I.22 MULTIYEAR CONTRACT**

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

**I.23 RESERVED**

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

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

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation, professional liability and crime) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative

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

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a $1,000,000 personal and advertising injury limit, and a $2,000,000 products-completed operations aggregate limit.

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

3. i) Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractor, its employees and/or volunteers which result in a loss to the District. The policy shall provide a limit of $100,000 per occurrence.

5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages. Shared limits with the Professional Liability coverage will be acceptable.

6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than $1,000,000 for each wrongful act and $2,000,000 annual aggregate for each wrongful act.

7. Installation Floater Insurance - For projects involving District property being installed, fabricated or erected by a contractor, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.

8. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The

policy shall provide limits of $5,000,000 per claim or per occurrence for each wrongful act and $5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Shared limits with the Cyber Liability coverage will be acceptable.

9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

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

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

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

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

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

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

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

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted as directed in the District's notification of award to the Contractor. The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or other evidence of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

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

J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

## I.31 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.31.9 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.31.11 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 27, 2025

# SECTION J

## ATTACHMENTS

The following Attachments are hereby incorporated:

J.1 U.S. Department of Labor Wage Determination No. 2015-4281, Revision 34, Dated July 8, 2025

J.2 Doing Business with Integrity

J.3 Additional Services

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-4281
Revision No.: 34
Date Of Last Revision: 07/08/2025

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

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

**Fringe Benefits Required Follow the Occupational Listing**

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|---|---|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 21.83 |
| 01012 - Accounting Clerk II | | 24.50 |
| 01013 - Accounting Clerk III | | 27.41 |
| 01020 - Administrative Assistant | | 39.97 |
| 01035 - Court Reporter | | 29.26 |
| 01041 - Customer Service Representative I | | 17.59*** |
| 01042 - Customer Service Representative II | | 19.19 |
| 01043 - Customer Service Representative III | | 21.54 |
| 01051 - Data Entry Operator I | | 19.11 |
| 01052 - Data Entry Operator II | | 20.85 |
| 01060 - Dispatcher, Motor Vehicle | | 25.71 |
| 01070 - Document Preparation Clerk | | 21.07 |
| 01090 - Duplicating Machine Operator | | 21.07 |

| | |
|---|---|
| 01111 - General Clerk I | 20.12 |
| 01112 - General Clerk II | 21.96 |
| 01113 - General Clerk III | 24.65 |
| 01120 - Housing Referral Assistant | 26.61 |
| 01141 - Messenger Courier | 22.01 |
| 01191 - Order Clerk I | 20.25 |
| 01192 - Order Clerk II | 22.10 |
| 01261 - Personnel Assistant (Employment) I | 22.42 |
| 01262 - Personnel Assistant (Employment) II | 25.08 |
| 01263 - Personnel Assistant (Employment) III | 27.95 |
| 01270 - Production Control Clerk | 28.45 |
| 01290 - Rental Clerk | 21.83 |
| 01300 - Scheduler, Maintenance | 21.33 |
| 01311 - Secretary I | 21.33 |
| 01312 - Secretary II | 23.86 |
| 01313 - Secretary III | 26.61 |
| 01320 - Service Order Dispatcher | 22.98 |
| 01410 - Supply Technician | 39.97 |
| 01420 - Survey Worker | 22.94 |
| 01460 - Switchboard Operator/Receptionist | 19.12 |
| 01531 - Travel Clerk I | 22.65 |
| 01532 - Travel Clerk II | 24.70 |
| 01533 - Travel Clerk III | 26.66 |
| 01611 - Word Processor I | 18.97 |
| 01612 - Word Processor II | 21.29 |
| 01613 - Word Processor III | 23.81 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 29.21 |
| 05010 - Automotive Electrician | 28.76 |
| 05040 - Automotive Glass Installer | 27.09 |
| 05070 - Automotive Worker | 27.09 |
| 05110 - Mobile Equipment Servicer | 23.30 |
| 05130 - Motor Equipment Metal Mechanic | 30.28 |
| 05160 - Motor Equipment Metal Worker | 27.09 |
| 05190 - Motor Vehicle Mechanic | 30.28 |
| 05220 - Motor Vehicle Mechanic Helper | 21.32 |
| 05250 - Motor Vehicle Upholstery Worker | 25.28 |
| 05280 - Motor Vehicle Wrecker | 27.09 |
| 05310 - Painter, Automotive | 28.76 |
| 05340 - Radiator Repair Specialist | 27.09 |
| 05370 - Tire Repairer | 21.12 |
| 05400 - Transmission Repair Specialist | 30.28 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 17.87 |
| 07041 - Cook I | 20.40 |
| 07042 - Cook II | 23.72 |
| 07070 - Dishwasher | 17.70*** |
| 07130 - Food Service Worker | 17.41*** |
| 07210 - Meat Cutter | 22.13 |
| 07260 - Waiter/Waitress | 18.48 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 28.23 |
| 09040 - Furniture Handler | 15.47*** |
| 09080 - Furniture Refinisher | 24.81 |
| 09090 - Furniture Refinisher Helper | 18.38 |
| 09110 - Furniture Repairer, Minor | 21.80 |
| 09130 - Upholsterer | 21.85 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 17.68*** |
| 11060 - Elevator Operator | 17.84 |
| 11090 - Gardener | 25.16 |
| 11122 - Housekeeping Aide | 17.84 |
| 11150 - Janitor | 17.84 |
| 11210 - Laborer, Grounds Maintenance | 19.16 |
| 11240 - Maid or Houseman | 17.70*** |

| | |
|---|---|
| 11260 - Pruner | 18.28 |
| 11270 - Tractor Operator | 23.02 |
| 11330 - Trail Maintenance Worker | 19.16 |
| 11360 - Window Cleaner | 18.70 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 24.09 |
| 12011 - Breath Alcohol Technician | 31.01 |
| 12012 - Certified Occupational Therapist Assistant | 40.02 |
| 12015 - Certified Physical Therapist Assistant | 36.67 |
| 12020 - Dental Assistant | 23.78 |
| 12025 - Dental Hygienist | 52.41 |
| 12030 - EKG Technician | 45.58 |
| 12035 - Electroneurodiagnostic Technologist | 45.58 |
| 12040 - Emergency Medical Technician | 24.09 |
| 12071 - Licensed Practical Nurse I | 27.72 |
| 12072 - Licensed Practical Nurse II | 31.01 |
| 12073 - Licensed Practical Nurse III | 34.57 |
| 12100 - Medical Assistant | 22.48 |
| 12130 - Medical Laboratory Technician | 34.27 |
| 12160 - Medical Record Clerk | 25.58 |
| 12190 - Medical Record Technician | 28.61 |
| 12195 - Medical Transcriptionist | 20.72 |
| 12210 - Nuclear Medicine Technologist | 49.45 |
| 12221 - Nursing Assistant I | 15.11*** |
| 12222 - Nursing Assistant II | 17.01*** |
| 12223 - Nursing Assistant III | 18.56 |
| 12224 - Nursing Assistant IV | 20.83 |
| 12235 - Optical Dispenser | 28.14 |
| 12236 - Optical Technician | 23.50 |
| 12250 - Pharmacy Technician | 21.90 |
| 12280 - Phlebotomist | 23.72 |
| 12305 - Radiologic Technologist | 41.51 |
| 12311 - Registered Nurse I | 31.84 |
| 12312 - Registered Nurse II | 38.95 |
| 12313 - Registered Nurse II, Specialist | 38.95 |
| 12314 - Registered Nurse III | 47.12 |
| 12315 - Registered Nurse III, Anesthetist | 47.12 |
| 12316 - Registered Nurse IV | 56.48 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 38.42 |
| 12320 - Substance Abuse Treatment Counselor | 30.37 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 24.30 |
| 13012 - Exhibits Specialist II | 30.10 |
| 13013 - Exhibits Specialist III | 36.82 |
| 13041 - Illustrator I | 25.90 |
| 13042 - Illustrator II | 32.08 |
| 13043 - Illustrator III | 39.23 |
| 13047 - Librarian | 43.76 |
| 13050 - Library Aide/Clerk | 21.22 |
| 13054 - Library Information Technology Systems Administrator | 39.51 |
| 13058 - Library Technician | 24.49 |
| 13061 - Media Specialist I | 28.52 |
| 13062 - Media Specialist II | 31.90 |
| 13063 - Media Specialist III | 35.55 |
| 13071 - Photographer I | 24.22 |
| 13072 - Photographer II | 27.09 |
| 13073 - Photographer III | 33.55 |
| 13074 - Photographer IV | 41.04 |
| 13075 - Photographer V | 49.65 |
| 13090 - Technical Order Library Clerk | 26.65 |
| 13110 - Video Teleconference Technician | 30.84 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 27.25 |
| 14042 - Computer Operator II | 30.48 |

| | | |
|---|---|---|
| 14043 - Computer Operator III | | 33.99 |
| 14044 - Computer Operator IV | | 37.76 |
| 14045 - Computer Operator V | | 41.82 |
| 14071 - Computer Programmer I | (see 1) | |
| 14072 - Computer Programmer II | (see 1) | |
| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 27.25 |
| 14160 - Personal Computer Support Technician | | 37.76 |
| 14170 - System Support Specialist | | 41.82 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 41.82 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 50.59 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 60.66 |
| 15050 - Computer Based Training Specialist / Instructor | | 41.82 |
| 15060 - Educational Technologist | | 48.91 |
| 15070 - Flight Instructor (Pilot) | | 60.66 |
| 15080 - Graphic Artist | | 39.60 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | | 60.66 |
| 15086 - Maintenance Test Pilot, Rotary Wing | | 60.66 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 60.66 |
| 15090 - Technical Instructor | | 32.56 |
| 15095 - Technical Instructor/Course Developer | | 39.83 |
| 15110 - Test Proctor | | 26.28 |
| 15120 - Tutor | | 26.28 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 20.03 |
| 16030 - Counter Attendant | | 20.03 |
| 16040 - Dry Cleaner | | 22.90 |
| 16070 - Finisher, Flatwork, Machine | | 20.03 |
| 16090 - Presser, Hand | | 20.03 |
| 16110 - Presser, Machine, Drycleaning | | 20.03 |
| 16130 - Presser, Machine, Shirts | | 20.03 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 20.03 |
| 16190 - Sewing Machine Operator | | 23.86 |
| 16220 - Tailor | | 24.82 |
| 16250 - Washer, Machine | | 20.99 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 31.46 |
| 19040 - Tool And Die Maker | | 38.21 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 24.07 |
| 21030 - Material Coordinator | | 28.45 |
| 21040 - Material Expediter | | 28.45 |
| 21050 - Material Handling Laborer | | 19.81 |
| 21071 - Order Filler | | 18.01 |
| 21080 - Production Line Worker (Food Processing) | | 24.07 |
| 21110 - Shipping Packer | | 21.99 |
| 21130 - Shipping/Receiving Clerk | | 21.99 |
| 21140 - Store Worker I | | 19.08 |
| 21150 - Stock Clerk | | 22.91 |
| 21210 - Tools And Parts Attendant | | 24.07 |
| 21410 - Warehouse Specialist | | 24.07 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 46.69 |
| 23019 - Aircraft Logs and Records Technician | | 37.02 |
| 23021 - Aircraft Mechanic I | | 44.33 |
| 23022 - Aircraft Mechanic II | | 46.69 |
| 23023 - Aircraft Mechanic III | | 48.97 |
| 23040 - Aircraft Mechanic Helper | | 31.21 |
| 23050 - Aircraft, Painter | | 42.10 |
| 23060 - Aircraft Servicer | | 37.02 |

23070 - Aircraft Survival Flight Equipment Technician 42.10
23080 - Aircraft Worker 39.66
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 39.66
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 44.33
23110 - Appliance Mechanic 27.81
23120 - Bicycle Repairer 20.03
23125 - Cable Splicer 43.10
23130 - Carpenter, Maintenance 28.58
23140 - Carpet Layer 24.79
23160 - Electrician, Maintenance 36.28
23181 - Electronics Technician Maintenance I 35.18
23182 - Electronics Technician Maintenance II 37.35
23183 - Electronics Technician Maintenance III 39.32
23260 - Fabric Worker 29.06
23290 - Fire Alarm System Mechanic 31.36
23310 - Fire Extinguisher Repairer 26.78
23311 - Fuel Distribution System Mechanic 37.07
23312 - Fuel Distribution System Operator 28.53
23370 - General Maintenance Worker 26.68
23380 - Ground Support Equipment Mechanic 44.33
23381 - Ground Support Equipment Servicer 37.02
23382 - Ground Support Equipment Worker 39.66
23391 - Gunsmith I 26.78
23392 - Gunsmith II 31.14
23393 - Gunsmith III 34.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic 34.66
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) 36.51
23430 - Heavy Equipment Mechanic 34.05
23440 - Heavy Equipment Operator 29.25
23460 - Instrument Mechanic 37.03
23465 - Laboratory/Shelter Mechanic 33.05
23470 - Laborer 19.81
23510 - Locksmith 35.47
23530 - Machinery Maintenance Mechanic 33.73
23550 - Machinist, Maintenance 34.32
23580 - Maintenance Trades Helper 20.27
23591 - Metrology Technician I 37.03
23592 - Metrology Technician II 39.00
23593 - Metrology Technician III 40.91
23640 - Millwright 29.89
23710 - Office Appliance Repairer 24.28
23760 - Painter, Maintenance 24.00
23790 - Pipefitter, Maintenance 33.08
23810 - Plumber, Maintenance 31.42
23820 - Pneudraulic Systems Mechanic 34.80
23850 - Rigger 34.16
23870 - Scale Mechanic 31.14
23890 - Sheet-Metal Worker, Maintenance 30.59
23910 - Small Engine Mechanic 24.40
23931 - Telecommunications Mechanic I 37.06
23932 - Telecommunications Mechanic II 39.03
23950 - Telephone Lineman 45.15
23960 - Welder, Combination, Maintenance 28.87
23965 - Well Driller 32.07
23970 - Woodcraft Worker 34.80
23980 - Woodworker 26.78
24000 - Personal Needs Occupations
24550 - Case Manager 23.07
24570 - Child Care Attendant 17.20***
24580 - Child Care Center Clerk 21.46
24610 - Chore Aide 17.91

| | |
|---|---|
| 24620 - Family Readiness And Support Services Coordinator | 23.07 |
| 24630 - Homemaker | 23.07 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 42.88 |
| 25040 - Sewage Plant Operator | 32.51 |
| 25070 - Stationary Engineer | 42.88 |
| 25190 - Ventilation Equipment Tender | 30.19 |
| 25210 - Water Treatment Plant Operator | 32.51 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 29.26 |
| 27007 - Baggage Inspector | 20.31 |
| 27008 - Corrections Officer | 33.19 |
| 27010 - Court Security Officer | 32.91 |
| 27030 - Detection Dog Handler | 22.72 |
| 27040 - Detention Officer | 33.19 |
| 27070 - Firefighter | 32.62 |
| 27101 - Guard I | 20.31 |
| 27102 - Guard II | 22.72 |
| 27131 - Police Officer I | 36.09 |
| 27132 - Police Officer II | 40.11 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 21.74 |
| 28042 - Carnival Equipment Repairer | 23.76 |
| 28043 - Carnival Worker | 17.22*** |
| 28210 - Gate Attendant/Gate Tender | 21.78 |
| 28310 - Lifeguard | 16.92*** |
| 28350 - Park Attendant (Aide) | 24.36 |
| 28510 - Recreation Aide/Health Facility Attendant | 17.78 |
| 28515 - Recreation Specialist | 30.17 |
| 28630 - Sports Official | 19.40 |
| 28690 - Swimming Pool Operator | 27.63 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 35.81 |
| 29020 - Hatch Tender | 35.81 |
| 29030 - Line Handler | 35.81 |
| 29041 - Stevedore I | 33.42 |
| 29042 - Stevedore II | 38.01 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 52.72 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 36.35 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 40.04 |
| 30021 - Archeological Technician I | 24.14 |
| 30022 - Archeological Technician II | 27.00 |
| 30023 - Archeological Technician III | 33.44 |
| 30030 - Cartographic Technician | 33.44 |
| 30040 - Civil Engineering Technician | 41.58 |
| 30051 - Cryogenic Technician I | 37.04 |
| 30052 - Cryogenic Technician II | 40.90 |
| 30061 - Drafter/CAD Operator I | 24.14 |
| 30062 - Drafter/CAD Operator II | 27.00 |
| 30063 - Drafter/CAD Operator III | 30.09 |
| 30064 - Drafter/CAD Operator IV | 37.04 |
| 30081 - Engineering Technician I | 22.92 |
| 30082 - Engineering Technician II | 25.72 |
| 30083 - Engineering Technician III | 28.79 |
| 30084 - Engineering Technician IV | 35.64 |
| 30085 - Engineering Technician V | 43.61 |
| 30086 - Engineering Technician VI | 52.76 |
| 30090 - Environmental Technician | 31.79 |
| 30095 - Evidence Control Specialist | 33.44 |
| 30210 - Laboratory Technician | 29.01 |
| 30221 - Latent Fingerprint Technician I | 37.63 |
| 30222 - Latent Fingerprint Technician II | 41.56 |
| 30240 - Mathematical Technician | 42.36 |

| | | |
|---|---|---|
| 30361 - Paralegal/Legal Assistant I | | 25.58 |
| 30362 - Paralegal/Legal Assistant II | | 31.69 |
| 30363 - Paralegal/Legal Assistant III | | 38.77 |
| 30364 - Paralegal/Legal Assistant IV | | 46.90 |
| 30375 - Petroleum Supply Specialist | | 40.90 |
| 30390 - Photo-Optics Technician | | 33.44 |
| 30395 - Radiation Control Technician | | 40.90 |
| 30461 - Technical Writer I | | 31.78 |
| 30462 - Technical Writer II | | 38.87 |
| 30463 - Technical Writer III | | 47.03 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 33.50 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 40.54 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 48.59 |
| 30494 - Unexploded (UXO) Safety Escort | | 33.50 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 33.50 |
| 30501 - Weather Forecaster I | | 37.04 |
| 30502 - Weather Forecaster II | | 45.05 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) | 30.09 |
| 30621 - Weather Observer, Senior | (see 2) | 33.44 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31010 - Airplane Pilot | | 40.54 |
| 31020 - Bus Aide | | 20.16 |
| 31030 - Bus Driver | | 28.94 |
| 31043 - Driver Courier | | 21.14 |
| 31260 - Parking and Lot Attendant | | 17.17*** |
| 31290 - Shuttle Bus Driver | | 21.06 |
| 31310 - Taxi Driver | | 17.71*** |
| 31361 - Truckdriver, Light | | 23.10 |
| 31362 - Truckdriver, Medium | | 25.07 |
| 31363 - Truckdriver, Heavy | | 28.39 |
| 31364 - Truckdriver, Tractor-Trailer | | 28.39 |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Cabin Safety Specialist | | 19.76 |
| 99030 - Cashier | | 16.73*** |
| 99050 - Desk Clerk | | 17.76 |
| 99095 - Embalmer | | 34.10 |
| 99130 - Flight Follower | | 33.50 |
| 99251 - Laboratory Animal Caretaker I | | 20.32 |
| 99252 - Laboratory Animal Caretaker II | | 22.20 |
| 99260 - Marketing Analyst | | 40.69 |
| 99310 - Mortician | | 34.10 |
| 99410 - Pest Controller | | 21.91 |
| 99510 - Photofinishing Worker | | 22.57 |
| 99710 - Recycling Laborer | | 23.14 |
| 99711 - Recycling Specialist | | 28.16 |
| 99730 - Refuse Collector | | 22.08 |
| 99810 - Sales Clerk | | 17.18*** |
| 99820 - School Crossing Guard | | 20.44 |
| 99830 - Survey Party Chief | | 31.00 |
| 99831 - Surveying Aide | | 19.26 |
| 99832 - Surveying Technician | | 29.45 |
| 99840 - Vending Machine Attendant | | 17.68*** |
| 99841 - Vending Machine Repairer | | 22.47 |
| 99842 - Vending Machine Repairer Helper | | 17.68*** |

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75 per hour) or 13658 ($13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into

with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

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

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

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

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

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

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

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

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

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

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

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

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

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

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

# DOING BUSINESS WITH INTEGRITY

***Introduction***

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

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

***Environment of Trust***

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

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

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

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

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

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

### *Confidentiality of Financial and Other Information*

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

### *Bribery and Conflict of Interest*

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

- The offer of anything of value in expectation of specific performance by a government employee is a crime, and even the appearance of such activity should be avoided.

- Employees may not accept anything of value (other than their government salaries) for the performance of their duties. This is outlined below under Gratuities and Other Gift Rules.

- Our employees are required to report all offers of bribes and gratuities to us, and we ensure that these matters are investigated and addressed. Likewise, we encourage anyone who believes they may have been solicited for a bribe or gratuity by an OCFO employee to report the matter immediately, as indicated at the end of this document.

- We also expect our employees to avoid conflicts of interest or the appearance of conflicts of interest. A particularly sensitive issue for government employees is the offer of employment with a company doing business with the OCFO. At any point when a government employee is considering employment with a private company that has a business relationship with the government, that employee must discontinue work on any assignment involving that company or face the very real possibility of violating conflict of interest statutes. This could also jeopardize the company's eligibility to be awarded government contracts.

- Employees are also expressly forbidden from performing official duties in situations involving friends, relatives or persons or businesses with whom they, or their family members, have a financial relationship. At any point where such a relationship is discovered or develops, the employee must discontinue their involvement in the official matter. For the employee and the business entity to continue to conduct official business after such a conflict is evident, would be inappropriate and possibly illegal.

### *Gratuities*

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

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

### *Other Gift Rules*

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

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

### *Compliance with Contracting Rules and Regulations*

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

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

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

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

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

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

## ***OCFO Office of Integrity and Oversight***

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

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

## ***OCFO Confidential Hotline***

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

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

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

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

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

**ATTACHMENT J.3**
**Additional Services**

1. The Contractor's production process for producing the hardcopy and electronic deliverables is as follows:

   Production Process
   Design Phase
   – Coordinate with The District to select media/photos for the covers and divider pages
   – Provide electronic PDF proofs for review
   – Manage revisions as needed
   – Obtain final approval before moving into production

   Production Workflow
   1. Proofing
   – Provide PDF and hard-copy proofs
   2. Revisions
   – Incorporate requested changes and issue revised proofs
   3. Final Approval
   – Secure approval to begin print production
   4. Print Production
   – Complete printing and any web-optimized file preparation required
   5. Bindery
   – Transfer printed materials to bindery for finishing
   6. Electronic Deliverables
   – Deliver via email attachment or secure link
   7. Physical Deliverables
   – Local deliveries made by the Contractor's driver

2. The Contractor's tentative printing schedule in providing the services is as follows:

   Typical Schedules
   a. Design Phase (2–4 days)
   b. Timeline varies based on the number of design concepts requested and overall
   c. complexity. Revisions are generally turned around within one day. The total duration
   d. depends largely on the client's review and feedback cycle.
   e. Production Proofing (1–2 days)
   f. Includes both PDF and hard-copy proofs for review.
   g. Production Printing (3–5 days)
   h. Begins after proof approval is received.
   i. Production Binding & Delivery (2–3 days)
   j. Binding, finishing, and final delivery of printed materials.

**ATTACHMENT J.3**
**Additional Services**

k. Before the start of any project, the Contractor will meet with the District to establish a mutually agreed-upon schedule that aligns with the District's requirements and deadlines.
l. If an alternate timeline is required, the Contractor will meet with the District to develop a mutually agreeable schedule with target dates for proofs, approvals, and deliveries. The Contractor's production team operates two shifts regularly, and with advance notice, the Contractor can also support third-shift or weekend work as needed.

3. The qualifications of the Contractor's key staff is as follows:

a. Jon Budington, President & CEO
Jon Budington knows change. He's seen Global Printing become More Vang. He's transformed a small, local printing business into a creatively-driven, design, technology and marketing firm with a deep regional footprint. He's evolved from fulfilling orders to offering solutions, helping a wide variety of businesses identify their brand and express themselves in big, bold, imaginative ways. He's gone from offline to online and back again. He's taken his cue from the writing on the wall and outlived many a dinosaur that refused to adapt. As CEO of More Vang, and with an abundance of curiosity, empathy and optimism, Jon is creating the future he wants for the company he loves. A future that embraces change as inevitable and filled with opportunity.

There are some things he wouldn't change, though. His love of sailing, photography and understanding the true power of words and language. And his wife, five children and home in Chevy Chase, Maryland.

b. Joshua Hirschorn, Vice President of Finance
Since joining the company in 2001, Josh has been a leader in More Vang's operational expansion, engineering several rounds of technology upgrades while simultaneously serving as the primary account manager for many of the firm's most demanding clients. Josh has extensive knowledge of diverse printing technologies and techniques for maximizing efficiency in client projects. Josh graduated from Rochester Institute of Technology with an MBA in Business Management and BS in Printing Management.

c. Edmundo Ortiz, Vice President of Operations
He joined More Vang in 2003, progressing from running a small duplicator press to leading major production areas and later becoming the company's first Director of Workflow. In that role, he developed automation systems, improved processes, and helped teams align around more efficient, innovative ways of working.

**ATTACHMENT J.3**
**Additional Services**

Today, Edmundo focuses on building scalable systems, strengthening collaboration, and driving operational excellence. His blend of technical experience, architectural thinking, and workflow expertise continues to support More Vang's growth and innovation.

d. John Daivs, Director of Manufacturing
John Davis has been a dedicated member of the More Vang team since April 2011, growing his career across multiple operational and leadership roles. Over the years, John has served as Bindery Manager, Purchaser/Receiver, Building Maintenance lead, and Fulfillment Manager, gaining comprehensive insight into nearly every stage of the company's production environment.
Today, as Director of Manufacturing, John oversees all production processes to ensure efficiency, quality, and safety across operations. He works closely with teams and leadership to align manufacturing performance with company goals, continuously driving improvement and operational excellence.
With more than three decades of industry experience and a deep understanding of More Vang's workflow, John brings a seasoned, solutions-driven approach to managing people, processes, and production.

e. Allison Yates, Lead Project Manager
Allison has worked at More Vang for over five years. She is a senior team member and has 12 years of experience in print, customer service, and project management. Allison has a keen eye for detail, accompanied by a high level of experience managing large, enterprise accounts with integrated services. She is a graduate of Clemson University, with a BS in Graphic Communications.

f. Lisa Farnsworth, Print Project Manager
Lisa bring more than 25 years of hands-on project management experience in commercial printing, where Lisa has overseen major accounts and delivered complex, deadline-driven projects from concept to completion. My experience spans offset and digital press work, large-format production, mailing and fulfillment, and the coordination of design and electronic file preparation. Lisa will be the District's primary contact to coordinate your projects through design and production workflows.