AWARD/CONTRACT

1. Solicitation Number **CFOPD-26-R-026**

Page of Pages: 1 | 80 + Attachments

2. Contract Number: **CFOPD-27-C-005**

3. Effective Date: November 1, 2026

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)
Toati Enterprises , Inc.
530 8th Street, S.E.
Washington, DC 20003
Attn: Brent Lightner - CEO
Brent@taoti.com 443-780-0050 (o) 703-389-0182 (c)
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 Lotter and Gaming
2235 Shannon Place, SE, 5rth Floor
Washington, DC 20020
Darren Jackson
Email: Darren.Jackson@dc.gov Mobile No.: 202.394.2553

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: Cost Reimbursement Contract with Requirements components

14. Accounting and Appropriation Data:

15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount
1	Lottery Advertising Services	1	Lot	NTE $10,563,852.24	NTE $10,563,852.24
			Total Amount of Contract		NTE $10,563,852.24

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. Signature of Contractor (Type or print)

20A. Name of Contracting Officer
Drakus Wiggins, CPPB, CPPO

19B. Name of Contractor
Brent Lightner, CEO
Taoti Enterprises, Inc.
(Signature of person authorized to sign)

19C. Date Signed
10/14/2026

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

20C. Date Signed
10/30/2026

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 Lottery & Gaming (OLG) (the "District") is awarding a qualified contractor to provide full-service advertising and marketing services for the Lottery.

B.2 CONTRACT TYPE

The District hereby awards a Cost Reimbursement Contract with Requirements components.

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

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

B.4 ALL-INCLUSIVE PRICING

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

B.4.1 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 *et seq.*

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

(1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
(2) By negotiating a new percentage indirect cost rate with the awarding agency;
(3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past two years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.4.2; or
(4) As calculated with a percentage rate and base amount, determined by a certified public accountant using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance and certified in writing by the certified public accountant.

B.4.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

B.4.3 The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

B.5 PRICING

B.5.1 All-Inclusive Pricing

1. The Contractor shall be compensated based on the Monthly Retainer Fee, Media Commission, and Cost Reimbursements as stated herein Section B.
2. Each component shall represent a Contract Line Item Number (CLIN) pricing and shall be fixed, inclusive of all of the Contractor's direct cost, indirect cost, and profit.
3. The pricing shall include all cost associated with the services described in and required by the Contract.
4. The Total Estimated Price shall represent the not to exceed amount of the Contract.

B.5.2 Requirements Contract Component

1. The District will purchase its requirements of the services included herein from the Contractor.
2. The estimated quantities of Net Media Buy and months stated in the Pricing Schedule reflect the best estimates available. The estimates shall not be construed as a representation that the estimated quantities will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements.

B.5.3 Monthly Retainer Fee

1. The stated Monthly Retainer Fee shall be the price fixed, inclusive of all the Contractor's direct cost, indirect cost, and profit; including creative development, administrative duties, project management, consulting, media planning, travel, printouts, and file transfer.
2. The price shall include all cost associated with the services described in and required by the Contract, excluding Media Commission and Cost Reimbursements.
3. The historical data on the Monthly Retainer Fee is in the current contract CFOPD-22-C-004.

B.5.4 Media Commission

1. The Media Commission Rate shall be the fixed percentage rate to calculate the all-inclusive compensation payable to the Contractor for direct costs, indirect costs, and profits associated with the services required in the Contract for Media Buys.
2. A Media Buy, for the purposes of compensation, shall be defined herein as the Contractor's direct purchase cost of advertising placements from a media outlet such as a radio,

television, digital, social media, print, transit signage, and billboards, as well as sponsorships and other advertising mediums approved by the Lottery; and excludes earned media or Contractor owned media not purchased.

3. The Media Commission Payments shall be calculated based on the Net Media Buy Value which shall be the Gross Media Buy Value less any applicable discounts as follows:
   1st: Gross Media Buy Value – Any Applicable Discounts = Net Media Buy
   2nd: Net Media Buy x Media Commission Rate = Total Payable to the Contractor as Media Commission
4. In addition to the fixed Media Commission Rate, the District will apply the following performance adjustments to commission payments for broadcast and video buys measured by Gross Rating Points (GRPs) to quantify total audience impressions:
   (a) Incentive: On a per Media Buy basis, (1) if the verified post-buy delivery is ≥105% of the approved GRP goals, as mutually set by the Contractor and OLG; (2) the actual Cost-Per-Point (CPP) does not exceed the approved CPP target; and (3) the Contractor has documented added value (bonus spots, promotional lines, or equivalent) equal to ≥5% of the Net Media Buy, the Contractor may invoice for an earned incentive equal to 1% of the Net Media Buy.
      i. For example, if the Media Buy for a campaign (1) has a GRP goal of 1,000, but the actual GRP is 1,100; (2) the actual CPP is $190 against a target of $210, and (3) the Contractor has documented bonus spots related to the Media Buy that has a value that is 6% of the Net Media Buy, a 1% incentive will apply.
   (b) Holdback: On a per Media Buy basis, the Contractor shall invoice for 90% of the applicable Commission. If verified post-buy delivery is ≥95% of approved GRP goals and "make-goods" restore delivery to ≥98% within 45 days, the Contractor may invoice for the remaining 10% of the applicable Commission.
   (c) Scope: The performance adjustments apply to Medica Buys for linear TV, cable, over-the-top (OTT)/online video (OLV), connected tv (CTV), radio, and digital audio.

B.5.5 Cost Reimbursements

1. Cost Reimbursements shall be the costs paid to the Contractor for actual costs incurred for Media Buys, Point of Sale (POS) items, merchandise, displays, consumer research, commercial production, local courier and delivery services, web and internet subcontracting services, translation services, and other marketing and event related services, approved in advance by the Lottery and not otherwise covered by the Monthly Retainer Fee.

2. Cost Reimbursements shall not exceed the Cost Reimbursement Ceiling pursuant to Section G.7.

B.6 PRICE SCHEDULE

B.6.1 BASE YEAR

CLIN	Description	Estimated Quantity	Unit Price	Extended Price
1	Cost Reimbursements per Section B.4.5			$9,000,000.00 (Ceiling Amount)
2	Media Commission	$3,000,000.00 Net Media Buy	_6_% Fixed Commission Rate	$180,000.00
3	Retainer Fee	12 Months	$115,321.02 Per Month (Fixed)	$1,383,852.24
			Base Period Not to Exceed Total	$10,563,852.24

B.6.2 OPTION YEAR ONE

CLIN	Description	Estimated Quantity	Unit Price	Extended Price
4	Cost Reimbursements per Section B.4.5			$9,000,000.00 (Ceiling Amount)
5	Media Commission	$3,000,000.00 Net Media Buy	_6_% Fixed Commission Rate	$180,000.00
6	Retainer Fee	12 Months	$118,780.65 Per Month (Fixed)	$1,425,367.80
			Option Year One Not to Exceed Total	$10,605,387.80

B.6.3 OPTION YEAR TWO

CLIN	Description	Estimated Quantity	Unit Price	Extended Price
7	Cost Reimbursements per Section B.4.5			$9,000,000.00 (Ceiling Amount)
8	Media Commission	$3,000,000.00 Net Media Buy	6 % Fixed Commission Rate	$180,000.00
9	Retainer Fee	12 Months	$122,344.07 Per Month (Fixed)	$1,468,128.84
			Option Year Two Not to Exceed Total	$10,648,128.84

B.6.4 OPTION YEAR THREE

CLIN	Description	Estimated Quantity	Unit Price	Extended Price
10	Cost Reimbursements per Section B.4.5			$9,000,000.00 (Ceiling Amount)
11	Media Commission	$3,000,000.00 Net Media Buy	6 % Fixed Commission Rate	$180,000.00
12	Retainer Fee	12 Months	$126,014.39 Per Month (Fixed)	$1,512,172.68
			Option Year Three Not to Exceed Total	$10,692,172.68

B.6.5 OPTION YEAR FOUR

CLIN	Description	Estimated Quantity	Unit Price	Extended Price
13	Cost Reimbursements per Section B.4.5			$9,000,000.00 (Ceiling Amount)
14	Media Commission	$3,000,000.00 Net Media Buy	_6_% Fixed Commission Rate	$180,000.00
15	Retainer Fee	12 Months	$129,794.82 Per Month (Fixed)	$1,557,537.84
			Option Year Four Not to Exceed Total	$10,737,537.84

B.7 OPTIONAL SERVICES

B.7.1 The Contractor shall provide the following Optional Services offered by the Contractor that may be of interest to the Lottery related to advertising and marketing:

1. Message Testing: Focus group sessions to validate messaging and creative concepts for DC lottery's consumer audience are estimated at $7,000-$12,000 per in-person session (or $4,000-$7,000 online), inclusive of participant recruitment, facility, moderation, and reporting. A full messaging study (typically 2-3 sessions) ranges from $154,000-$30,000. These research services are scoped and priced separately based on the specific study design requested.

2. The 507: Should DC Lottery wish to activate The 507 for a brand experience or event, base venue starts at $7,5000 for a one-day event, with final pricing scaled to event logistics such as staging, lighting, and catering needs. The Contractor offers DC Lottery one complimentary day of venue access per contract year; this complimentary access covers the space only and does not include logistical production costs, which would be scoped and priced separately.

B.7.2 The Lottery may decide to exercise the option for purchasing Optional Services in the best interest of the Lottery through a bilateral modification or purchase order to the Contract executed by the Contracting Officer and the Contractor.

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia Office of the Chief Financial Officer, Office of Contracts (District), on behalf of the Office of Lottery and Gaming (Lottery) is awarding a full-service advertising agency to provide a full range of advertising and marketing services to support overall brand awareness and the sale of game tickets across the Lottery's existing portfolio of games of traditional lottery, and iLottery, as well as any new gaming categories and product offerings launched within the contract term.

C.2 DEFINITIONS

1. **Cost-Per-Point (CPP)** – GRP divided by Net Media Buy equals CPP: GRP/Net Media Buy = CPP

2. **Gross Rating Points (GRPs)** – advertising metric used to measure the total exposure of an advertising campaign. GRP = Reach × Frequency, where Reach is the percentage of your target audience that sees the ad and Frequency is the average number of times they see it. For example, if an ad reaches 40% of the target audience and the average person sees it 3 times, the campaign generates: 40 × 3 = 120 GRPs.

3. **Make Goods** – compensation that a media company gives to the Contractor, on behalf of OLG, when an ad placement did not deliver what was promised.

C.3 BACKGROUND

C.3.1 The Lottery's mission is to provide revenue-generating entertainment through the sale of innovative lottery products and promotions that directly benefit the residents and the economic vitality of the District of Columbia. Since its inception in 1982, the Lottery's has contributed more than $2.4 billion to the District's General Fund. The Lottery's annual transfer to the General Fund remains a vital component in aiding the city's economy, thereby benefiting all residents of the District of Columbia, as well as suburban commuters and tourists. The General Fund supports services such as education, recreation and parks, public safety, housing, and senior and child services.

C.3.2 Advertisement and marketing are essential to the Lottery achieving its mission. Lottery has launched its iLottery platform and app. This has allowed for DC residents to play DC Lottery on their computers, smartphones, and other internet devices. Lottery has been gaining new players daily and generating much needed revenue for the City since the launch. It has become apparent that customer retention across all Lottery product lines will be integral to the Lottery's continued success. See DC Lottery Facts Sheet for historical information, game performance, advertising guidelines and objectives, and full DC Lottery background details.

C.4 REQUIREMENTS

C.4.1 General Requirements

1. The Contractor shall provide effective advertising and marketing services that support the Lottery's mission, further establish the Lottery's brand identity, increase brand awareness in the District of Columbia and surrounding areas, increase contributions and transfer of profit to the General Fund, promote lottery games and promotions, and encourage trial to increase sales, all within the advertising guidelines and objectives of the Lottery.

   The marketing approach that is outlined in the RFP is in use by the Lottery. However, the gaming industry is always evolving and enhancements are needed.

C.4.2 Billing Oversight

C.4.2.1 Accounting

1. The Contractor shall provide timely and accurate reports and billing that meets Lottery specifications. The Contractor shall have experienced staff to support and implement proper accounting processes for the Contract.

2. The Contractor shall develop an Annual Budget for:

   1. Advertising expenditures,
   2. Media Production that includes fees and hard costs, and
   3. Other services required by the Contract.

3. The level of anticipated annual spending will be determined by Lottery. The Contractor shall develop a cost-efficient plan that is responsive to Lottery's advertising and marketing needs.

4. The initial budget shall be reviewed monthly and revised as required by Lottery. Subsequent budgets shall be incorporated in the Marketing and Advertising Plan and subject to Lottery approval.

5. The Contractor shall not make any commitments on behalf of Lottery without Lottery's prior written approval.

6. Monthly, the Contractor shall provide Lottery with a summary of all approved expenditures to date for the current fiscal year which runs October 1 through September 30. The summary shall indicate the current amount billed to Lottery during the fiscal year, the amount billed that has not yet been paid, and amounts committed that have not been billed. The Contractor shall implement a system to ensure all media is run or published according to any contracts or placement instructions.

C.4.2.2 Competitive Bidding

1. The Contractor shall make a good faith effort to obtain a minimum of three competitive bids on any non-media expenditure exceeding $10,000. At least one bid must be from a certified business enterprise (CBE), as defined in D.C. Code §§2-218.31-39a, if possible. Documentation of the Contractor's good faith effort process shall accompany all applicable

invoices for products or services supplied by non-CBEs. Any non-media expenditure conducted without three competitive bids shall be documented and provided to the Lottery. Only when given written approval by the Lottery can the Contractor be excused from obtaining three competitive bids.

C.4.2.3 Cost Savings

1. The Contractor shall recommend ways to generate cost savings wherever possible and provide quantitative and qualitative measurements that illustrate the return on investment (ROI) for each.

2. The Contractor shall make Lottery aware of any cost savings that might be achieved by the expedited payment of media or any other cost saving opportunities.

C.4.2.4 Estimates Required

1. The Contractor shall prepare an estimate for any expenditure and obtain the Contracting Officer's Technical Representative's (COTR) written approval before making any commitment on Lottery's behalf. Lottery will not be responsible for any expenditure for which prior written approval was not obtained.

2. All estimates shall be segregated by fiscal year and by budget category, as defined by Lottery (i.e. media, production, brand, communications, research, and sponsorships).

3. Estimates shall include a project start date and target completion date. Media estimates shall include flight dates. Lottery will not be responsible for expenditures exceeding the estimate.

4. The Contractor shall submit revised estimates for consideration if it appears that the costs of an estimate will exceed the originally approved amount.

5. All costs relating to research or other special projects shall be completely detailed in any estimate submitted for approval. The approval of any such estimate will be contingent upon the subsequent submission and approval of required documentation.

6. All estimates shall be uniquely numbered. The Contractor shall maintain a list of all approved estimates, including the amount and description of the expenditure, and provide Lottery with an updated list of all such estimates monthly. The estimate numbers shall appear on the invoice. No payment will be made without a signed estimate.

C.4.2.5 Invoices

1. The Contractor shall submit invoices for advertising and marketing activities to the Lottery on a timely basis upon completion of services approved in a specific estimate. Invoices shall include necessary backup documentation to substantiate charges. In general, activities will be closed 60 days after the date that the approved estimate was signed by Lottery, except for media buys made on a quarterly or annual basis.

2. Payment will be made only after the completion of services or delivery of products authorized in an approved invoice. Affidavits, tear sheets, and any other appropriate documentation to affirm proof of publication shall accompany any final invoices.

C.4.2.6 Media Buy Payments

1. Payment for media buys can be processed once authorized by Lottery and purchased by the Contractor and corresponding approved invoice. Affidavits, tear sheets, and any other appropriate documentation to affirm proof of placement shall accompany any final invoices.

2. The Contractor shall perform quarterly media impression reports to track unpaid and earned media.

C.4.3 Advertising Development

C.4.3.1 Alternative Solutions

1. The Contractor shall offer alternative campaigns, rather than only one creative solution to a game or promotion. At least three distinct concepts of TV storyboards, radio scripts, digital ads, and all other creative products must be offered when the Contractor makes a creative presentation to Lottery, unless otherwise approved by Lottery Director of Marketing and Communications or designee. Three distinct concepts are required for traditional or digital media

2. The Contractor shall present alternative outreach options to Lottery such as, but not limited to, bus posters, transit, or outdoor placements.

C.4.3.2 Approval

1. The Contractor shall obtain written approval from Lottery before producing any advertisement or related material. When producing any creative work, the Contractor shall not vary from approved scripts, storyboards, or print layouts without Lottery's written approval. Failure to adhere to approved scripts, storyboards, or layouts may void Lottery's approval of the estimate for the project. The Contractor shall be liable for all costs if advertisements or collateral materials are executed in a manner not consistent with Lottery's written approval.

C.4.3.3 Artwork Charges

1. The Contractor shall charge Lottery one time only for artwork that is used in multiple forms. The Contractor shall manage and provide trademark and copyright services on the Lottery's behalf, including, without limitation, searches and registrations.

2. The District shall own all artwork exclusive, perpetual rights to all original artwork. The Contractor shall deliver to the Lottery all art files for original artwork.

3. Artwork required for any advertisements shall be billed as a one-time item on a separate invoice. Any duplication of charges for artwork will be rejected by Lottery.

C.4.3.4 Creative Services

1. Following approval by the Director or Marketing and Communications or designee, the Contractor shall be responsible for the execution, creation, and production of Lottery advertising materials, including but not limited to print, digital, broadcast advertisements, out of home advertising, social, point-of-sale (POS) items, and any other materials required by Lottery.

2. The Contractor shall develop multi-media campaigns in support of the brand, games, promotions, and initiatives identified by the Lottery.

3. The Contractor shall assist the Lottery in developing game names, instant ticket designs, game logos, trade characters, and art for other uses upon request.

4. The Lottery shall own all exclusive, perpetual rights to anything created under this Contract.

C.4.3.5 Production

1. The Contractor will submit for Lottery approval all production estimates.

2. Estimates must clearly indicate any subcontractors or other parties who will be involved in the production work and where those parties are located. Production work is all inclusive and refers to any work created for the Lottery. This includes video, art, and printing.

3. The Contractor shall make good faith efforts towards having production work done within the District of Columbia. Any production work to be conducted at a location outside the District of Columbia must be specified, and the Contractor shall demonstrate to the Lottery's satisfaction that locations, facilities and resources within the District were not adequate for the production work required.

C.4.3.6 Campaign Reporting

1. The Contractor shall assemble reports, highlight key findings and make clear recommendations to Lottery in correlation with all campaigns. Reports shall examine campaigns in order to provide full visibility into the performance of each aspect of the campaign. This may require data extraction and assembly from various disparate reporting systems. Reports shall be customized as determined and approved by the Director of Marketing and Communications.

2. Reporting Cadence. The Contractor shall provide monthly Key Performance Indicator (KPI) dashboards (for example: campaign pacing, Return On Ad Spend (ROAS)/Cost Per Action (CPA)/Cost Per Point (CPP)), and quarterly strategy reviews with recommendations and testing roadmaps.

C.4.3.7 Meetings

1. The Contractor shall meet weekly, at a minimum, with the Lottery for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise. The Contractor shall meet with Lottery upon request within four business days of contact to initiate services, requests, review materials, review progress, discuss problems, obtain advice and counsel. The Contractor shall be available for additional meetings held with certain Lottery personnel on an as-needed basis.

2. Escalation & SLA. The Contractor and OLG shall mutually establish issue escalation paths and Service Level Agreements for responses and closures. OLG may request ad hoc reviews of problems and concerns. The Contractor shall provide an update within four (4) business days of all requests.

C.4.3.8 Timelines

1. The Contractor shall provide Lottery with a timely response to the Lottery's advertising and marketing needs within agreed upon timelines. The Contractor shall notify the Lottery no later than within 24 hours upon failure to meet a predetermined deadline if the delay is caused by the Contractor or any of the Contractor's subcontractors. The Contractor's notification shall include a written explanation for the project delay, the impact of the delay, the corrective action to be taken, and an updated project schedule. Additional expenditures

   due to missed timelines by the Contractor shall be borne and the sole responsibility of the Contractor, unless approved in writing prior by the Lottery.

C.4.4 Advertising and Marketing Plan

C.4.4.1 Advertising and Marketing Plan Development

1. The Advertising and Marketing Plan shall be developed by OLG to support Lottery brand, games, promotions, and initiatives. The Advertising and Marketing Plan shall include the usage of minority and local community media sources. The Contractor, in collaboration with others third parties, may have input into the development of the Product and Promotion Plan; however, the Lottery shall have the sole authority for development and implementation of the Product and Promotion Plan.

2. In providing creative materials for Lottery campaigns, the Contractor shall utilize contemporary design principles and adhere to recognized industry best practices. The Contractor shall ensure that all designs and imagery are of the highest quality, visually appealing to players, and fully compliant with responsible gaming standards

C.4.4.2 Advertising Sensitivity

1. The Lottery is a subordinate agency of the District of Columbia's Office of the Chief Financial Officer (OCFO). As such, all advertising campaigns shall be in good taste and shall not make unsubstantiated promises. Lottery advertisements or promotions shall not be of a nature that unduly influences any person to purchase a Lottery ticket or number of tickets.

2. Specifically:

    1. There shall be sensitivity that some people may be inclined to spend more money than they should when gambling.

    2. Advertising shall not encourage people to play excessively and shall adhere to Lottery regulation and policy in stating the prize amounts, odds of winning and disclaimers when applicable. No attempt shall be made to conceal or misrepresent those odds

    3. Responsible gambling initiatives shall be considered in all modes of communication. The Contractor shall adhere to Lottery's adopted advertising guidelines when developing any marketing program for DC Lottery.

    4. All creative shall embed Responsible Gaming resources (helpline, age disclaimer) and comply with North American Association of State and Provincial Lotteries (NASPL) and /World Lottery Association (WLA) guidelines; use placement exclusions to avoid minors; and pass a creative compliance checklist prior to trafficking. Contractor shall report quarterly responsible gaming compliance across placements.

C.4.4.3 Collateral Material and Signage

1. The Contractor shall be responsible for the creative design and production of printed materials produced in support of the Lottery's advertising and marketing efforts and shall be pre-approved by the Lottery. This requirement includes, but is not limited to, such items as posters, displays, signage (interior and exterior) and other POS items intended for temporary use. The Contractor shall design and produce interior and exterior signage, which identifies retail locations as Lottery retailers upon request by the Lottery

2. The Contractor shall produce an Annual Report, retailer newsletter templates, or other printed items upon request by the Lottery. Lottery owns all original artwork, layout, design, and final product and can use as needed.

3. The Contractor shall provide Spanish translation and localization of POS and campaign assets for non-English speaking retailers and players, as necessary, maintaining brand consistency and compliance.

C.4.4.4 Printers

1. The Contractor shall obtain competitive bids on all print jobs, including for signage. The Contractor shall make good faith efforts to ensure opportunities to bid on the printing of Lottery materials are made available to a CBE.

C.4.4.5 Co-Promotions

1. The Contractor shall solicit and encourage joint advertising, sponsorships and promotional opportunities with other District of Columbia entities. Such ventures shall not be exclusive, unless a general solicitation has been made to all possible co-promoters offering

comparable products, services, or opportunities. The Contractor shall indicate the potential benefits to the Lottery from any co-promotion the Contractor recommends.

2. The DC Lottery has various sponsorships with organizations in the District of Columbia. This includes media organizations and all local sports teams.

2. When Lottery is contacted by a company offering media or promotional opportunities for the Lottery, the Lottery may direct the inquiring party to provide the information to the Contractor. The Contractor shall follow up with any company directed by the Lottery and advise the Lottery of the results of the follow up.

3. The Contractor shall have a written process in place to reply to each inquiring media party. This written process shall be available for review by Lottery upon request.

C.4.5 Media Planning and Buying

C.4.5.1 Bonus Commercials

1. The Contractor shall attempt to negotiate free bonus spots or additional promotional support from all radio and TV stations included in a Lottery buy.

2. Any bonus spots or additional promotional support provided by participating stations shall be identified in the summary of any media buy, and the value of the bonus spots or additional promotional support shall be calculated as an added value to the Lottery.

3. The Contractor shall quantify added value (bonus spots and promo lines) monthly, assign an equivalent rate, and report the % added value vs. paid by station or vendor and campaign.

C.4.5.2 Negotiation and Placement

1. The Contractor shall be responsible for the negotiation, purchase, and instructions for the placement of all media time and space.

2. The Contractor shall not commit the Lottery to any such purchase without first obtaining the Lottery's written approval.

3. In negotiating media purchases, the Contractor shall make the Lottery aware of any savings that might be achieved through long-term commitments or other special programs. Any such commitments must be approved by the Lottery and any savings achieved shall be passed on to the Lottery.

C.4.5.3 Placement Verification

1. Broadcast/audio invoices shall include station affidavits listing spots aired, dates/times, units, cost, and any bonus spots. The Contractor shall notify DC prior to approving any make goods and track all make goods until cured. For digital, the Contractor shall use third party ad verification to validate brand safety, viewability, and invalid traffic (IVT). Non-compliant placements shall be refunded to OLG or made good at no cost.

C.4.5.4 Post-Buy Analysis

1. No more than 30 days after completion of each media campaign, the Contractor shall provide Lottery an analysis of the media campaigns initial goals and metrics met, and a description of any issues experienced by the Contractor and resolutions, if any.

2. The post-buy analysis shall indicate whether the reach and frequency goals of each buy were achieved within budget. In addition, the post-buy analysis shall be provided for media buys that use new rating information for the buy period, when available.

3. Each analysis shall include a recommendation regarding proposed changes in media purchasing for future campaigns.

C.4.5.5 Media Services

1. The Contractor shall be responsible for developing and updating an annual Media Plans and campaign specific Media Plans, for negotiating and placing Lottery materials effectively and efficiently, and for verifying actual placement as required by Lottery for all Lottery products.

2. Media Plans shall take into consideration all media outlets in the District of Columbia. Media Plans shall include the process by which the Contractor determines where, when, and how often the Contractor will run an advertisement in order to maximize engagements and ROI. The Media Plans shall result in a set of advertising opportunities that target a specific audience and fit in with the Lottery's marketing budget.

3. The Contractor shall develop a Media Plan that maximizes results, achieves specific objectives, and supports creative and other strategic direction to provide measurable results. The Media Plan shall include such elements as an identification of when and what type of media should be written and placed, time schedules for identifying and analyzing demographic market and delivering media coverage, and a means to determine the effectiveness of the media campaign. The Contractor shall maintain current media plan flowcharts for all fiscal year media activity showing media type, markets, tiers, weekly GRPs or impressions, creative rotation, daypart/unit mix, costs, and reach/frequency projections. Flowcharts must be updated and resubmitted within 48 hours of any material change. Approved plans will include GRP goals and CPP targets per campaign.

4. The Contractor shall be responsible for the negotiation, purchase, instruction, and delivery of materials for the placement of media time and space.

5. The Contractor shall implement a system to ensure that all media was run or published according to any contracts or placement instructions.

6. The Contractor shall notify Lottery before approving any make goods for any ads that did not run as scheduled. All such materials shall be maintained by the Contractor and shall be available for inspection by Lottery or authorized Lottery representatives.

7. Lottery may at any time cancel, at no cost, any space or time previously authorized for publication or broadcast provided the publisher or other owner of said space or time will

accept such cancellation without financial penalty. Lottery may also cancel any space or other time previously authorized for which there is a cancellation penalty, but such penalty shall be paid by Lottery.

C.4.6 Digital Marketing

C.4.6.1 Digital Media Campaigns

1. The Contractor shall provide services to plan, create, procure, deploy, monitor and measure digital media campaigns for each project assigned by Lottery during the term of the Contract. This is not a technical support function. The contractor must be able to provide real-time reporting and analytics for a digital marketing program.

C.4.6.2 Strategic Consultation

1. The Contractor shall provide advertising objective consultation to develop strategies for conducting the digital advertising campaign to provide the best method for meeting Lottery's specified target audience and goals. The Contractor's tools to provide this service shall include:

    1. Use of third-party research tools.

    2. Define and articulate the specific target audience segments that Lottery wants to reach and acquire.

    3. Developing top media candidates for consideration.

    4. Develop a strategy for media mix, planning and execution.

    5. Create a testing plan to continuously vet out new opportunities with both technology and media partner.

C.4.6.3 Project Tracking

1. In order to track project status, the Contractor shall use a tracker tool. This tool shall be used to input various creative projects which include details such as ad copy, creative direction, media channels, targeting, and media handoff.

C.4.6.4 Message Development

1. The Contractor shall develop advertising message and copy points and collateral to support defined objectives and present to the Lottery for approval.

2. The Contractor shall present a minimum of three message alternatives for consideration each campaign unless otherwise directed by the Lottery.

3. The Contractor shall fully develop two concepts when A/B campaign testing is requested by the Lottery.

5. The Contractor shall create a creative brief to ensure alignment for all parties on the primary objective, target audience, success metrics, must-have features, details of look, tone, delivery, and timing.

C.4.6.5 Creative Development

1. The Contractor shall develop art including but not limited to graphic design, animation, HTML5 assets that support paid media activities for online advertising to promote Lottery . Online advertising creative, such as Facebook and Display ads, will need to be refreshed quarterly, however, the Lottery may request updated creative more frequently based on performance of current creative assets. Lottery will occasionally reuse assets or refresh assets. All working files and final assets shall be made available to the Lottery upon request. This shall include access to any stock photos, video, audio, and music purchased for a campaign. The Contractor's creative development tasks shall include, but are not limited to:

    1. Developing conceptual design and layouts.

    2. Presenting a minimum of three creative alternatives for consideration with each campaign unless otherwise directed by the Lottery.

    3. Fully developing two concepts when A/B campaign testing is requested by the Lottery.

    4. Providing creative copywriting services for paid media materials.

    5. Use target keyword or phrase in ad copy, to be as relevant as possible to the searcher.

    6. Demonstrating value. Explain exactly what the product does, and how it's beneficial to the customer. Explaining the value and benefits efficiently will increase click-thru-rates and decrease average cost-per-click.

    7. Creating a compelling call-to-action, that will drive the searcher to the conversion. For a user to actually click on an ad they need to be compelled with an offer, or a strong call to action.

    8. Knowing the needs of the audience by understanding the industry, the competitors, and the pain points that the audience has that can be called out, then effectively promoted against them.

    9. Standing out. Understand what the competitor's ad copy looks like, and how it's working or not working, and use that data to fuel inspiration for developing and testing new ideas that will draw more clicks than they competitors.

    10. Creatively designing display ads, digital materials and landing pages for desktop, mobile and tablets.

11. Designing for time-based and animated media in advertising.

12. Purchasing custom or stock digital artwork to support creative development. Photos and stock artwork shall be available for infinite use throughout the Contract term, thus there shall be no expiration or end date on the Lottery's rights to use the content. All stock asset pricing will be included in project estimates.

C.4.6.6 Customer Relationship Management (CRM)

1. The Contractor shall create and execute integrated engagement strategies for all digital platforms that enhance the brand, attract and retain customers. This shall include coordinating efforts with DC Lottery staff, DC Lottery gaming system vendor and any other relevant third-party partners.

2. Development of Customer Relationship Management Banners: CRM Banners are creative assets that are designed to target a specific audience and segment based on where a customer is in their life cycle. The CRM banner message, creative and call to action (CTA) may differ based on where the customer is in their life cycle. The Contractor shall design CRM banners that align with overall strategy for major campaigns and other site banners as needed. The Contractor shall work with the Lottery's internal design team and will be provided style and brand guidelines to work and design against.

C4.6.7 Digital Media Selection

1. The Contractor shall determine the best method for and conduct market research to identify the appropriate digital media vehicle in promoting Lottery's message. The Contractor's digital medial selection tasks shall include, but are not limited to:

    1. Developing individual Media Plans for all individual digital media campaigns. Detailed rationale, measurable goals, time frames, and budgets shall be included to support all elements in each Media Plan.

    2. No later than two weeks prior to a media buy, the Contractor shall provide copies of the negotiated costs, including any value-added opportunities provided by media companies free of charge, to the Lottery for approval consideration. Once these Media Plans are reviewed and approved by Lottery, the Contractor will proceed with developing and implementing individual media buys based on the Media Plans. The Contractor shall submit these media buys to Lottery for review and approval.

    3. Providing in-depth evaluation of all digital media vehicles (paid search, display, etc.) and platforms (desktop, tablet and mobile) available to the Lottery. The Contractor's planning process shall include using historical performance, proactive on-going industry exploration, cross-client evaluation, competitor analysis, and ad hoc evaluations.

4. Informing the Lottery of and evaluate any special or unique digital media placements and opportunities.

5. Buying and negotiating digital advertising inventory used for digital advertising and promotions. Advertising inventory is the number of advertisements, or amount of ad space, a publisher has available to sell to an advertiser.

6. Buying and negotiating all digital media in accordance with the specific guidelines established by the Lottery for each medium. Guidelines include, but are not limited to demographic parameters, programming restrictions, daypart goals, audience-delivery goals, and make-good procedures.

7. Producing and managing marketing materials including, but not limited to display ads, paid social ads, paid search copy, audio ads.

8. Monitoring performance and make real-time adjustments to live campaigns as needed. Monitor all reporting systems to ensure campaigns are running correctly and impressions bought are delivered. Evaluate performance optimization within and across channels and pacing.

9. Providing weekly, monthly, and ad hoc recaps as needed to the Lottery highlighting key metrics along with insights.

10. Ad Verification & Brand Safety. The Contractor shall employ brand safety filters, viewability thresholds (Media Rating Council (MRC) baseline), frequency caps, invalid traffic (IVT) detection, and third-party verification across programmatic buys. Provide weekly pacing and optimization logs; remediate any fraud/non viewable delivery at no cost.

C.4.6.8 Digital Media Analysis

1. The Contractor shall develop and maintain reporting and analytics tools that provide the functionality for gathering and reporting data in real time. The tools must be able to create business goals that can be measured with data indicators, provide tracking and sharing, evaluate various segmentation groups and compare campaigns.

    1. Econometrics & Quarterly ROI Reviews. The Contractor shall implement media mix modeling (MMM) or comparable econometric analysis to estimate incrementality and inform channel allocation. Provide quarterly ROI reviews with clear implications for budget reallocation. MMM may be in house or via approved third party.

    2. Ad tracking shall include well documented strategy which utilizes relevant methodologies industry best practices and can be adapted to function within the Lottery current tagging framework (i.e. Google Tag Manager).

3. Reporting tools and output expected shall be user friendly and easy to translate into business action.

4. Reporting capabilities shall include but are not limited to the following, which should be included in briefs, plans and post-buy measurements to inform budget decisions and performance:

    1. Cost Per Acquisition
    2. Return on Ad Spend
    3. User Pathing

6. Reporting capabilities shall provide drill down functionality including but not limited to:
    1. Channel/Owner
    2. Objective
    3. Time Frame

7. Reporting capabilities shall be built within a Business Intelligence tool framework such as Excel, Tableau or Microsoft PowerBI to allow for user friendly analysis. The Contractor can use another technology solution. However, the solution shall have the same capabilities and functionalities as the solutions referenced, integrate with Lottery's technology platform and shall not be a proprietary system to mitigate risk for the District.

8. User level support and dedicated staff to aid in maintenance and analysis shall be available.

C.4.7 Social Media Marketing Services

1. The Contractor shall provide social strategy, promotion development, page creations, advertising support, and content development as needed. Work shall include content and promotions for both paid and organic social for the Lottery.

    1. Paid Advertising Support:
        1. The Contractor shall develop an approach for paid social support that not only drives engagement with fans and followers but complements other marketing efforts on social media.

    2. Non-paid Social Media Strategy and Content Development:

        1. The Contractor shall coordinate on both the community and brand-building side of social media as needed. The Contractor shall develop an approach that leverages the Lottery's social platforms to drive both branding and engagement metrics, along with conversion metrics such as click through rates, revenue and acquisition goals. The Contractor shall provide social media analysis and competitive intelligence as needed.

3. Social Media Community Management and Customer Support:

    1. In consultation with the Lottery, the Contractor shall develop a strategy for content delivery and approval, social posts, influencers, and player inquiry responses to maximize player convenience and satisfaction. The Contractor shall work with Lottery personnel to develop a cadence for social posts and content on a weekly/monthly basis. In addition, as needed the Contractor shall monitor all social media platforms twenty-four hours a day, seven days a week, and shall respond to inquiries using approved messaging and/or forward to the Lottery.

    2. The Lottery is highly responsive to customers and responds within 24 hours. The Lottery will provide the contractor with approved messaging for use in the market. The Lottery will also develop escalation procedures. The Contractor should contact Lottery according to the procedures outlined. For emergencies, the Lottery would be contacted immediately.

    3. The Contractor shall work with the Lottery to define key performance indicators (KPI's) and present scheduling suggestions and a response approach that support the objectives and actions desired from identified target audience segments.

4. Social/Influencer Governance:

    1. The Contractor shall vet creators and platforms for brand safety, provide messaging guardrails, and execute statements of work per creator; deliver post campaign analysis vs. agreed KPIs; and maintain 24/7 user generated content (UGC) moderation escalation as needed consistent with DC Lottery protocols.

C.4.8 Promotional Items

1. The Contractor shall be responsible when requested by Lottery for the design, production, and delivery of merchandising items approved by Lottery, such as t-shirts, key chains, hats, and a variety of other items that may be used as retailer or consumer premiums.

2. The Contractor shall present a minimum of three bids and recommend to Lottery a cost-effective program to make merchandising items available for promotions. The Contractor shall make good faith efforts to work with CBE suppliers.

C.4.9 Communications

1. The contractor shall provide support for the specified program and events. This could include, but is not limited to development of press releases, media relations, social media monitoring, and event support related to communications to increase visibility of the program and/or product.

2. The Contractor's communications tasks shall include but is not limited to:

    1. Consultation, advice, and recommendations for the Lottery.
    2. Coordination with Lottery and the Contractor personnel to ensure a good public relations focus during promotions and marketing events.
    3. Provision of support for publicity, special events, and public relations for programs in the Advertising and Marketing Plan and the Communication Plan. The Contractor shall assist the Lottery's communications team with public relations activities and communication for key program and products. This can include but is not limited to the creation collateral materials (e.g., handouts, FAQs, talking points, brochures, etc.), development of press releases, media relations, social media and other efforts to increase visibility of the program and/or product.
    4. Evaluation, recommendations, and implementation support for partnerships and additional consumer promotions.
    5. Development of corporate and community-based communication programs as described in the approved Advertising and Marketing Plan and the Communication Plan.

C.4.10 Public Service Announcements

1. The Contractor shall develop informational materials as required by the Lottery to be provided to media outlets as public service announcements to run at no charge to Lottery on an annual basis. The Contractor shall develop a plan to achieve media acceptance of these materials, propose low-cost production of these materials, and provide Lottery with a periodic report on the reported usage of such materials.

C.4.11 Research Services

1. The Contractor shall:

    1. Work with the Lottery Director of Marketing and Communications to identify advertising and marketing issues and to assist in formulating strategies, as needed;
    2. Conduct focus group testing of advertising concepts for major campaigns, brand positioning, product, or other marketing-related issues;
    3. Conduct other formal market research for concepts, as required by Lottery; and
    4. Schedule meetings quarterly, or as needed, with Lottery staff to share consumer feedback obtained through research fieldwork activity on products and programs.
2. The Lottery will own all research results, materials, and databases generated on behalf of the Lottery.

C.4.12 Retailer Visits

1. At least quarterly, or more at the direction of the Lottery, the Contractor shall send personnel to visit a minimum of six (6) Lottery retailers of various types, in various neighborhoods, to review POS material and provide feedback on effectiveness and

elicit retailer comments.

C.4.13 Retail Marketing Support

1. The Contractor shall:

    1. Develop and produce POS materials to complement advertising campaigns based on the approved Advertising and Marketing Plan, and additional as it comes up.
    2. Assist Lottery staff to develop a comprehensive POS program, including developing a POS package for retailers.
    3. Assist in developing POS for use at events and other promotions as needed and directed by Lottery.
    4. Coordinate and support the development of materials at Lottery's direction.
    5. Develop brand and promotion and game enhancement POS as described in the approved Advertising and Marketing Plan.
    6. Develop a comprehensive POS program, including new elements for increased exposure on Lottery vending machines and other hardware enhancements.
    7. Assist in integrating Sales-specific (retailer focused or other) POS needs into the general POS program as directed by Lottery.
    8. Provide coordination and logistical support in the development of sell-in materials for non-English speaking retailers as directed by Lottery.
    9. Assist in the development of retailer information sheets or other communication vehicles.
    10. Develop promotions and programs that are focused on increasing Lottery traffic in retail and event locations.
    11. Coordinate with its vendors to deliver POS materials to Lottery. DC Lottery will distribute POS materials to our retailers.

C.4.14 Strategic Planning

The Contractor shall:

1. Provide ongoing strategic counsel for Lottery's core products and corporate brand by providing direction on Lottery initiatives, marketing, communication, strategic frameworks and development issues.

2. Assist in situation analysis and development of overall goals, objectives, and strategies.

3. Provide insight and counsel, as directed by Lottery, in further development of the use of software and hardware technology, social media, and mobile applications.

C.4.15 Staffing

C.4.15.1 Advertising and Marketing Team

1. The Lottery requires advertising and marketing projects and assignments to be completed in a timely, efficient, and creative manner, and that all essential services are fulfilled. The Contractor shall have a competent team at the appropriate staffing

levels and with the qualifications to meet Lottery's needs based on the Contract. All Contractor personnel dedicated to the Contract, regardless of position, shall be knowledgeable about the Lottery business, Responsible Gaming requirements and practices, the political environment within which the Lottery operates, and the products offered by the Lottery. Additionally, all Contractor Key Personnel, with the exception of the Media Director, dedicated to the Contract shall visit a minimum of six (6) Lottery retailers per quarter. Lottery will have the right to require the Contractor to remove staff assigned if the Lottery determine that the individual is not a good fit for the Lottery account

C.4.15.2 Key Personnel

1. The Contractor's Key Personnel shall be directly responsible for the day-to-day operations of the services performed in conjunction with the Contract. Key Personnel shall be knowledgeable on the contractual requirements and respond to inquiries within 24 hours. The Offeror shall propose its key personnel to meet the conditions of the solicitation. The Account Executive, Creative Director and Media Director are the minimum required Key Personnel.

2. After Contract award, the Lottery shall have the right to recommend and approve in writing any initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, the Contractor shall notify the Lottery of the proposed assignment, introduce the individual to the COTR with a resume and any other information about the individual reasonably requested by the Lottery. The Lottery reserves the right to interview the individual before granting written approval. In the event the Lottery finds a proposed individual unacceptable, the Lottery will provide a written explanation including reasonable detail outlining the reasons for the rejection. The Lottery may require a 30-calendar day training period for replacement personnel.

3. The Contractor shall have, at minimum, the following three positions filled by Key Personnel meeting the minimum qualifications of reach position:

    1. Account Executive

        1) 5-years of advertising and marketing account experience
        2) Experience managing and directing major advertising accounts
        3) Senior level position such as a principal who reports to the CEO or President

    2. Creative Director

        1) 5 years' experience:
            a) planning the layout and visuals for print and digital publications, products and advertising
            b) creating and maintaining a vision for a company's products and branding
            c) overseeing a creative staff or team that produces art and designs to support that vision.
        2) Senior level professional who reports directly to the chief creative professional

3. Media Director

1) 5 years' experience:
   a) in digital and traditional media buying
   b) in cross channel planning and execution of digital campaigns
2) Senior level position such as a principal who reports to the CEO or President

4. Any of the aforementioned staff members shall be assigned to the Contract only upon approval by the Lottery COTR. The Contractor shall use its best efforts to retain qualified personnel for the duration of the Contract. In the event that any such staff member elects to leave, the Contractor shall notify the Lottery promptly upon becoming aware of such decision

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 chargeto the Contractor the additional cost of inspection or test.

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

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

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

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

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

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

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

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

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

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

E.1.3 Inspection of Services

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

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

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

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

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

E.2 ACCEPTANCE

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

E.3 WARRANTY OF SERVICES

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

E.3.2 Warranty Provision:

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

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

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

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

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

SECTION F

PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 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.

F.3.3 Contractor shall maintain a searchable digital repository of all working files and finals, including licenses/usage rights (stock/talent), metadata (campaign, flight, sizes), and version history. DC Lottery may download on demand; full export provided at transition.

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:

Darren Jackson
Advertising Manager
Office of Lottery & Gaming (OLG)
2235 Shannon Place, SE Washington, DC 20020
Telephone: (202) 645-8000
Email: darren.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 INVOICE PAYMENT

G.2.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.2.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.

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

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

G.3 INVOICE SUBMITTAL

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

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

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

G.4 THE QUICK PAYMENT ACT

G.4.1 Interest Penalties to Contractors

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

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

G.4.1.1.2 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)."

G.6 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.6.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final requests for payment shall be accompanied by the report or a waiver of compliance pursuant to Section I.31.

G.6.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement requirements.

G.7 ORDERING CLAUSE

G.7.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.

G.7.2 All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.

G.7.3 If mailed, an order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.8 COST REIMBURSEMENT CEILING

G.8.1 The cost reimbursement ceiling for the applicable contract component is set forth in Section B. 6.

G.8.2 The costs for performing this contract component shall not exceed the cost reimbursement ceiling specified in Section B.6.

G.8.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

G.8.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

G.8.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

G.8.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.6, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.6, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

G.8.7 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

G.8.8 If any cost reimbursement ceiling specified in Section B.6 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

G.8.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.6, unless the change order specifically increases the cost reimbursement ceiling.

G.8.10 Only those costs determined by the Contracting Officer to be reasonable, allowable, and allocable in accordance with Chapter 33 (Contract Cost Principles) of Title 27 of the DCMR will be reimbursable.

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 Contractor. OLG shall review and approve all perspective employees, contractors, consultants or other persons assigned to provide services under this Contract. 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 OLG for all acts and omissions of Contractor's employees, agents (including, but not limited to, lobbyists) and subcontractors and the Contractor shall enforce strict discipline among Contractor's employees, agents (including, but not limited to, lobbyists) and subcontractors performing the services under the Contract. Employees, agents and subcontractors of the Contractor shall, at the written request of OLG, and within OLG's sole discretion, be removed immediately by Contractor from work relating to the Contract.

H.1 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 thereunder 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 thereunder and shall correctly and accurately perform their intended functions on the equipment supplied by OLG 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 its systems, platforms, goods and services shall in all respects conform to, and function in accordance with, the approved specifications and designs thereof.

H.4.9 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 OLG.

H.4.10 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. 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. Contractor agrees to develop a maintenance and replacement schedule subject to approval by OLG and agrees to comply with that schedule.

H.4.11 The Contractor warrants and agrees that its operations and the System are, and will continuously be, in compliance with all applicable requirements of any applicable law, statute, rule or regulation. Further, in the event of noncompliance, Contractor agrees to take all reasonable remedial measures at no additional cost to OLG, to become compliant.

H.4.12 The Contractor warrants and represents that it has no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements which relate to the System (whether written, oral, or implied) and are inconsistent with the Contract, or the rights, duties, and obligations stated in the contract.

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 of Columbia Office of the Chief Financial Officer, Office of Integrity and Oversight (OIO) and/or OLG may initiate investigations into the backgrounds of any of Contractor's officers, principals, investors, owners, employees, subcontractors or subcontractors' officers, principals, owners or employees, or any other associates of Contractor(s) it deems appropriate. Such background investigations may include fingerprint identification by the Metropolitan Police Department and the Federal Bureau of Investigation.

H.7.2 To facilitate the background investigations, Contractor, including the parent or subsidiary of Contractor, shall complete OIO's and/or OLG's Security Background Packet. OIO and/or OLG reserves the right to require additional background information from any Contractor.

H.7.3 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 OIO and/or OLG may prescribe. Contractor also agrees that the OIO and/or OLG may conduct background investigations of such persons.

H.7.4 The Contractor shall (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.7.5 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.

H.11 NO PURCHASE OF LOTTERY TICKETS

During the term of the Contract and any extensions thereof, Contractor's personnel (including, but not limited to, partners, temporary employees, subcontractors and consultants) who are performing services directly under or related to the awarded contract, including members of their households, are prohibited from purchasing a lottery ticket in the District operated by the District and claiming winnings from any lottery operated by the District of sports wagering operated by the District. Contractor shall ensure that this requirement is made known to all personnel involved with the performance of this Contract.

H.12 INTELLECTUAL PROPERTY RIGHTS

H.12.1 Definitions

1. The term "Intellectual Property Rights" means The worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method ,process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and knowhow; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

2. The term "Works" means any tangible or intangible items or things that have been or will be prepared, created, maintained, serviced or developed by a Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract, for or on behalf of District under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to lottery games, game names, game designs, ticket format and layout, manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to District under the Contract, and (viii) all Intellectual Property Rights in any of the foregoing.

H.12.2 Intellectual Property Rights

1. Ownership. As between the Contractor and the District, the Works and Intellectual Property Rights in the Works are and shall be owned exclusively by the District, and not the Contractor. The Contractor specifically agrees that all Works shall be considered "works made for hire" and that the Works shall, upon creation, be owned exclusively by the District. To the extent that the Works, under applicable law, may not be considered works made for hire, the Contractor hereby agrees that the Contract transfers, grants, conveys, assigns, and relinquishes exclusively to the District all right, title and interest in and to the Works, and all Intellectual Property Rights in the Works, without the necessity of any further consideration, and the District shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Works, subject to any exceptions with respect to pre-existing or third party rights as set forth below.

2. Ownership of Prior Rights by the District. All property and tangible or intangible items, including the Intellectual Property Rights therein, that were created, developed or owned by the District prior to the solicitation for or execution of the Contract (e.g., copyrights, trademarks, etc.) shall continue to be exclusively owned by the District, and the Contractor shall have no ownership thereof, and no rights thereto, other than the limited, non-exclusive right to use such property or tangible and intangible items solely for the purposes set forth in the preceding solicitation or the Contract, if any, and only for the duration of such Contract.

3. Ownership of Prior Rights by the Contractor. All property and tangible or intangible items, including the Intellectual Property Rights therein, that were created, developed or owned by the Contractor prior to the issuance of the preceding solicitation shall continue to be exclusively owned by the Contractor, and the District shall have no ownership thereof, and no rights thereto, other than the limited, non-exclusive right to use such property or tangible or intangible items solely for the purposes set forth in the preceding solicitation or the Contract. All intellectual property relating to the goods and/or services set forth herein or under the Contract, including the Intellectual Property Rights in those goods and/or services, that was created, developed or licensed by the Contractor prior to the issuance of the preceding solicitation or the execution of the Contract, or during the term of the Contract, to the extent such intellectual property is not considered "works" as defined above, shall be, and is, licensed to the District on a non-exclusive, perpetual, irrevocable, royalty-free, worldwide basis, to allow the District or its designees to provide, and continue to provide, the goods and services set forth herein or under the Contract, including after the expiration or termination of the Contract.

4. Further Actions. The Contractor, upon request and without further consideration, shall perform any acts that may be deemed necessary or desirable by the District to evidence more fully the transfer of ownership of all Works to the District to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by the District. In the event the District shall be unable for any reason to obtain the Contractor's signature on any document necessary for any purpose set forth in the foregoing sentence, the Contractor hereby irrevocably designates and appoints the District and its duly authorized officers and agents as the Contractor's agent and the Contractor's attorney-in-fact to act for and in the Contractor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by the Contractor.

5. Waiver of Moral Rights. The Contractor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Works which the Contractor may now have or which may accrue to the Contractor's benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Works and the right to object to any modification, translation or use of the Works, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

6. Confidentiality. All Works and all materials forwarded to the Contractor by the District for use in and preparation of the Works, shall be deemed the confidential information of the District, and the Contractor shall not use, disclose, or permit any person to use or obtain the Works, or any portion thereof, in any manner without the prior written approval of the District.

7. Injunctive Relief. The preceding solicitation and the Contract are intended to protect the District's proprietary rights pertaining to the Works, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to the District's business. Therefore, the Contractor acknowledges and stipulates that a court of competent jurisdiction should immediately enjoin any material breach of the intellectual property, licensing, and confidentiality provisions of the preceding solicitation or Contract, upon a request by the District, without requiring proof of irreparable injury as same should be presumed.

8. Return of Works. Upon the request of the District, but in any event upon expiration or termination of the Contract, the Contractor shall surrender to the District all documents and things pertaining to the Works, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by the Contractor or furnished by the District to the Contractor, including all materials embodying the Works, any District confidential information, or Intellectual Property Rights, regardless of whether complete or incomplete. This section is intended to apply to all Works made or compiled by the Contractor, as well as to all documents and things furnished to the Contractor by the District or by anyone else that pertains to the Works.

9. Contractor's Name or Logo. The Contractor shall not affix its company name, label, logo, or any other similar identifying information to or on any products, equipment or any other goods provided under the Contract.

H.12.3 Pre-Existing and Third Party Rights

1. To the extent that any pre-existing rights and/or third party rights or limitations are embodied, contained, reserved or reflected in the Works, the Contractor shall either (a) grant to the District the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof in connection with the sale, offering for sale, marketing, advertising, and promotion of the District's goods and services, and in all forms of media, media channels and/or publicity that may now exist or hereafter be created or developed, including but not limited to television, radio, print, Internet, and social media (e.g., Facebook, Twitter, YouTube, X, etc.) and (ii) authorize others to do any or all of the foregoing, or (b) where the obtaining of the aforementioned rights is not reasonably practical or feasible, provide written notice to the District of such pre-existing or third party rights or limitations, request the District's approval of such pre-existing or third party rights, obtain a limited right and license to use such pre-existing or third party rights on such terms as may be reasonably negotiated, and obtain the District's written approval of such pre-existing or third party rights and the limited use of same. The Contractor shall provide the District with documentation indicating a third party's written approval for the Contractor to

use any pre-existing or third party rights that may be embodied, contained, reserved or reflected in the Works. The Contractor shall indemnify, defend and hold the District harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action, and all losses, damages, and costs (including attorneys' fees and settlement costs) arising from or relating to, directly or indirectly, any claim or assertion by any third party that the Works infringe any third party rights. The foregoing indemnity obligation shall not apply to instances in which the District either (y) exceeded the scope of the limited license that was previously obtained by the Contractor and agreed to by the District, or (z) obtained information or materials, independent of the Contractor's involvement or creation, and provided such information or materials to the Contractor for inclusion in the Works, and such information or materials were included by the Contractor, in an unaltered and unmodified fashion, in the Works.

2. The Contractor agrees that it shall have and maintain, during performance of the Contract, written agreements with all employees, Subcontractors, or agents engaged by the Contractor in performance hereunder, granting the Contractor rights sufficient to support all performance and grants of rights by the Contractor. Copies of such agreements shall be provided to the District promptly upon request.

H.12.4 Remediation

1. If the Works or the Intellectual Property Rights therein become the subject of a lawsuit or claim of infringement, or the Contractor becomes aware that such items are likely to become the subject of a lawsuit or claim of infringement, the Contractor shall exercise one (1) of the following two (2) options in order to provide the District with continued and uninterrupted use of the Works and Intellectual Property Rights therein: (a) obtain for the District the right to continue the use of the alleged infringing Works at no additional cost to the District, or (b) obtain alternative, substitute or new Works for the allegedly infringing Works, which are of equivalent or superior quality to the allegedly infringing Works, at no additional cost to the District, and subject to the acceptance of the District in its sole discretion.

H.12.5 Intellectual Property Search

1. The Contractor, at its expense, shall conduct all appropriate intellectual property searches (e.g., full copyright, trademark or service mark or patent searches) for all proposed Works, to ensure that the proposed Works are protectable by the District and do not infringe the Intellectual Property Rights of any third person or entity. The Contractor holds the District harmless from the infringement of such Works, as set forth above. The District retains the right and option to obtain or secure registration of the Works in its own name, and on its own behalf, without the substantive involvement of the Contractor. The District will withhold indemnified losses from payments to the Contractor, or, if no payments are made, the District will make demand of payment of indemnified losses. The Contractor must make payment within thirty (30) Days of the District's demand.

H.12.6 Personality Rights

1. The Contractor hereby warrants and represents to the District that individuals or characters appearing or depicted in any advertisement have provided their written consent for the use of their persona or personality rights, including name, biographical information, picture, portrait, likeness, performance, voice and/or identity ("Personality Rights"), and have been compensated for such Personality Rights, if appropriate. If such permission has been obtained for a limited time, the Contractor shall be responsible for any costs associated with claims resulting from the use of the Personality Rights after the expiration of those time limits. The Contractor agrees to hold the District harmless from any claims, including, without limitation, claims for invasion of privacy, infringement of the right of publicity, libel, unfair competition, false advertising, intentional or negligent infliction of emotional distress, copyright or trademark infringement, and/or claims for attorney's fees, resulting from use of the Personality Rights.

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.

E. The Contractor, including its officers, agents, employees, and subcontractors, is expressly prohibited from inputting, uploading, or otherwise disclosing any non-publicly available District information ("Non-Public Information") into AI tools or any other publicly accessible artificial intelligence or machine-learning platforms in such a way that would allow Non-Public Information to become publicly available or expose such information to publicly accessible artificial intelligence or machine-learning platforms. All Non-Public Information of the District must be handled in a secure manner consistent with this Contract and may only be processed using systems approved in writing by the District.

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

6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will

indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than $1,000,000 for each wrongful act and $2,000,000 annual aggregate for each wrongful act.

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

8. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $5,000,000 per claim or per occurrence for each wrongful act and $5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Shared limits with the Cyber Liability coverage will be acceptable.

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

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

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

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

CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

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

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

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

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

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

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

I.31 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) BAFO dated July 29, 2026
(4) Contractor Proposal dated May 7, 2026

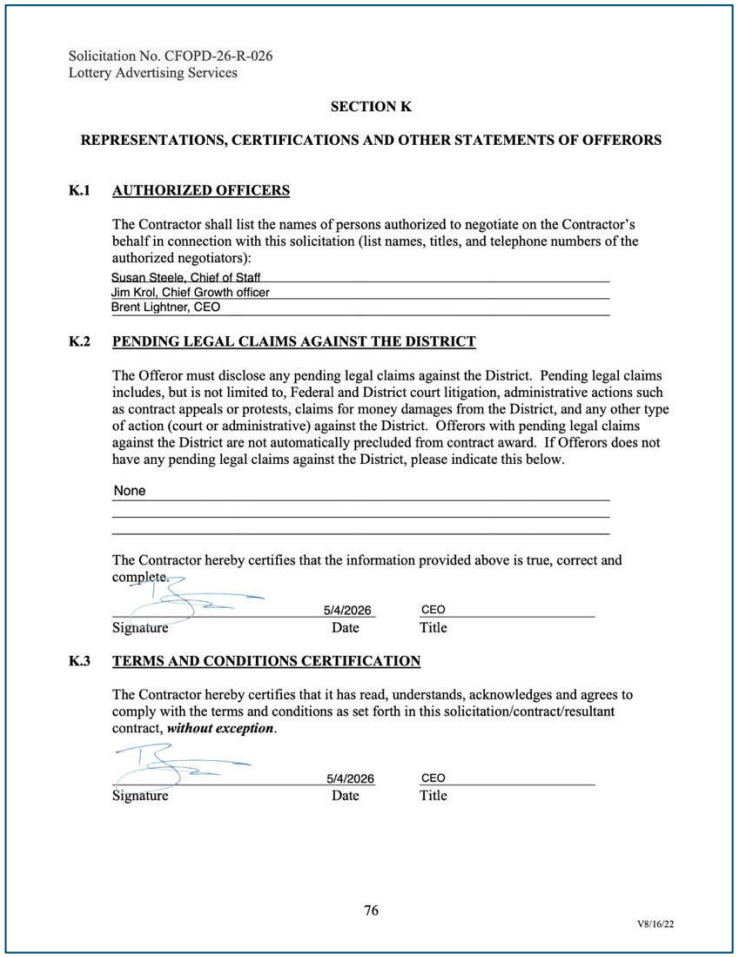
SECTION J

ATTACHMENTS

The following Attachments are hereby incorporated:

Attachment J.1	U.S. Department of Labor Wage Determination No. 2015-4281, Revision 37, Dated 5/14/2026
Attachment J.2	Doing Business with Integrity

Section K, Representations, Certifications and Other Statements of Offerors



Solicitation No. CFOPD-26-R-026
Lottery Advertising Services

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED OFFICERS

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

Susan Steele, Chief of Staff
Jim Krol, Chief Growth officer
Brent Lightner, CEO

K.2 PENDING LEGAL CLAIMS AGAINST THE DISTRICT

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

None

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

Signature	5/4/2026 Date	CEO Title

K.3 TERMS AND CONDITIONS CERTIFICATION

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

Signature	5/4/2026 Date	CEO Title

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V8/16/22

"

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.: 37 Date Of Last Revision: 5/14/2026

State: Virginia, District of Columbia, Maryland

Area: Virginia Counties of Alexandria*, Arlington, Fairfax,
Fairfax*, Falls Church*, Fauquier,
Loudoun, Manassas Park*, Manassas*,
Prince William and Stafford

District of Columbia Counties of District of Columbia

Maryland Counties of Charles and Prince George's

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

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.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker protections under Executive Order 13658 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)