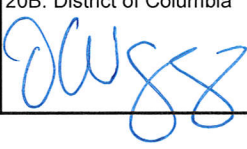


AWARD/CONTRACT		1. Solicitation Number CFOPD-15-K-033		Page of Pages 1 69 + Attachments			
2. Contract Number CFOPD-15-C-064B		3. Effective Date 1-Sep-15		4. Requisition/Purchase Request/Project No.			
5. Issued By Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite E610 Washington, DC 20024		Code		6. Administered By (If other than line 5)			
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Myers and Stauffer 400 Redland Court, Suite300 Owings Mills, MD 21117 Attn: Mark Hilton, CPA mhilton@mslc.com 800-505-1698		8. Delivery ☒ FOB Destination ☐ Other (See Schedule Section F)		9. Discount for prompt payment			
Code		Facility		10. Submit Invoices to the Address shown in Line 12 Item (2 copies unless otherwise specified)			
11. Ship to/Mark For Office of the Chief Financial Officer Department of Health Care Finance Suite 960N 441 4th Street NW, Washington, DC 20001 202-442-9071		Code		12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable 1100 4th Street, SW Suite E600 Washington, DC 20024 oma.invoicing @dc.gov			
13. Contract Type Requirements		14. Accounting and Appropriation Data					
15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount		
1	See Section B Price Schedule	1	Lot	\$4,324,232	\$4,324,232.00		
Total Amount of Contract					\$4,324,232.00		
16. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	Solicitation/Contract Form	1		I	Contract Clauses	38
	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	Description/Specifications/Work Statement	14		J	List of Attachments	68
	D	Packaging and Marking	22	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	Inspection and Acceptance	23		K	Representations, Certifications and Other Statements of Offerors	69
	F	Deliveries or Performance	25		L	Instructions, conditions & notices to offerors	
	G	Contract Administration Data	26		M	Evaluation factors for award	
	H	Special Contract Requirements	30				
Contracting Officer will Complete Item 17 or 18 as Applicable							
17 ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1 pdf</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) Mark K. Hilton, Member				20A. Name of Contracting Officer Drakus Wiggins			
19B. Name of Contractor Mark K. Hilton Digitally signed by Mark K. Hilton DN: cn=Mark K. Hilton, o=Myers and Stauffer LC, ou, email=MHilton@mslc.com, c=US Date: 2015.11.20 11:56:18 -05'00' (Signature of person authorized to sign)		19C. Date Signed 11/20/2015		20B. District of Columbia  (Signature of Contracting Officer)		20C. Date Signed 2/19/16	

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

B.1 GENERAL DESCRIPTION

The District of Columbia Office of the Chief Financial Officer, Office of Contracts (District), on behalf of the Department of Health Care Finance (DHCF), is awarding a contract for audit services to assure that payments made to health care services providers participating in the Medicaid Program are in compliance with Federal and District laws and rules to enable DHCF to fulfill its rate setting function by utilizing audited data as a basis for changes to provider reimbursement methodologies.

B.2 CONTRACT TYPE REQUIREMENTS

- B.2.1 The District is awarding a requirements type contract based on fixed unit prices.
- B.2.2 The District will purchase its requirements of the items and services included herein from the Contractor. The estimated quantities stated in the Pricing Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements.
- B.2.3 Performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, in Section G.7. The Contractor(s) shall furnish to the District, when and if ordered, the services specified in the Schedule.
- B.2.4 There is no limit on the number of orders that may be issued.
- B.2.5 Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor (s) within the time specified in the order. The Contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

B.3 PRICE SCHEDULE

- B.3.1 The stated unit price for each Contract Line Item No. (CLIN) shall be inclusive of all the Contractor's direct cost, indirect cost, and profit. The unit price shall include all cost associated with providing the services described in and required by the Contract.



BAFO PRICING SCHEDULE

Sol. No. CFOPD-15-R-033
July 31, 2015

BAFO Pricing Schedule

Solicitation CFOPD-15-R-033
Medical Audit Services

B.3.2 Base Year

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
001	SSAE-16 Audit	1 Report	\$ 80,310 Per Report	\$ 80,310
002	Nursing Facilities Rebasing	1 Rebasing	\$ 151,000 Per Rebasing	\$ 151,000
003	Nursing Facilities Rates Update	2 Updates	\$ 90,250 Per Update	\$ 180,500
004	Nursing Facilities Program Administration	1 Annual Fee	\$ 99,650 Per Year	\$ 99,650
005	Stand Alone Nursing Facilities - Full Scope	14 Reports	\$ 26,619 Per Report	\$ 372,666
006	Stand Alone Nursing Facilities - Limited Scope	1 Report	\$ 13,993 Per Report	\$ 13,993
007	Stand Alone Nursing Facilities - Desk Review	1 Report	\$ 5,559 Per Report	\$ 5,559
008	Hospital Based Nursing Facilities - Full Scope	5 Reports	\$ 27,902 Per Report	\$ 139,510
009	Hospital Based Nursing Facilities - Limited Scope	1 Report	\$ 14,555 Per Report	\$ 14,555
010	Hospital Based Nursing Facilities - Desk Review	1 Report	\$ 6,489 Per Report	\$ 6,489
011	ICFIID - Full Scope	24 Reports	\$ 23,414 Per Report	\$ 561,936
012	ICFIID - Limited Scope	24 Reports	\$ 15,222 Per Report	\$ 365,328
013	ICFIID - Desk Review	24 Reports	\$ 2,984 Per Report	\$ 71,616
014	CASSIP - Full Scope	1 Report	\$ 96,950 Per Report	\$ 96,950
015	DSH Audits, Reporting, and Redistribution Calculation	1 Service	\$ 147,726 Per Service	\$ 147,726
016	Non-DRG Hospitals (Public and Private) - Full Scope	5 Reports	\$ 54,198 Per Report	\$ 270,990
017	Non-DRG Hospitals (Public and Private) - Limited Scope	1 Report	\$ 15,138 Per Report	\$ 15,138
018	Non-DRG Hospitals (Public and Private) - Desk Review	1 Report	\$ 7,341 Per Report	\$ 7,341
019	D.C. Public Schools - Full Scope Only	1 Report	\$ 23,414 Per Report	\$ 23,414



BAFO PRICING SCHEDULE

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Solicitation CFOPD-15-R-033
Medical Audit Services

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
020	CPSA Healthy Horizon Clinic - Full Scope Only	1 Report	\$ 23,414 Per Report	\$ 23,414
021	D.C. Charter Schools - Full Scope	3 Reports	\$ 23,414 Per Report	\$ 70,242
022	D.C. Charter Schools - Limited Scope	1 Report	\$ 5,937 Per Report	\$ 5,937
023	D.C. Charter Schools - Desk Review	1 Report	\$ 2,984 Per Report	\$ 2,984
024	OSSF - Full Scope Only	1 Report	\$ 23,414 Per Report	\$ 23,414
025	D.C. Fire & Emergency Medical Services Full Scope	1 Report	\$ 23,414 Per Report	\$ 23,414
026	Federally Qualified Health Centers Full Scope	8 Reports	\$ 15,758 Per Report	\$ 126,064
027	Home Health Agencies - Full Scope	20 Reports	\$ 15,758 Per Report	\$ 315,160
028	Home Health Agencies - Limited Scope	1 Report	\$ 3,771 Per Report	\$ 3,771
029	Home Health Agencies - Desk Review	1 Report	\$ 1,604 Per Report	\$ 1,604
030	DRG Hospitals - Full Scope	12 Reports	\$ 54,198 Per Report	\$ 650,376
031	DRG Hospitals - Limited Scope	1 Report	\$ 15,138 Per Report	\$ 15,138
032	DRG Hospitals - Desk Review	1 Report	\$ 7,341 Per Report	\$ 7,341
033	Non-CASSIP HMOs - Full Scope	3 Reports	\$ 101,563 Per Report	\$ 304,689
034	Non-CASSIP HMOs - Limited Scope	1 Report	\$ 66,238 Per Report	\$ 66,238
035	Non-CASSIP HMOs - Desk Review	1 Report	\$ 36,275 Per Report	\$ 36,275
036	Special Projects Fee	100 hours	\$ 235 per hour	\$ 23,500
Total Base Year				\$ 4,324,232



BAFO PRICING SCHEDULE

Sol. No. CFOPD-15-R-033
July 31, 2015

Solicitation CFOPD-15-R-033
Medical Audit Services

B.3.3 Option Year 1

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
101	SSAE-16 Audit	1 Report	\$ 82,720 Per Report	\$ 82,720
102	Nursing Facilities Rebasing	1 Rebasing	\$ 155,531 Per Rebasing	\$ 155,531
103	Nursing Facilities Rates Update	2 Updates	\$ 92,960 Per Update	\$ 185,920
104	Nursing Facilities Program Administration	1 Annual Fee	\$ 102,640 Per Year	\$ 102,640
105	Stand Alone Nursing Facilities - Full Scope	14 Reports	\$ 27,419 Per Report	\$ 383,866
106	Stand Alone Nursing Facilities - Limited Scope	1 Report	\$ 14,414 Per Report	\$ 14,414
107	Stand Alone Nursing Facilities - Desk Review	1 Report	\$ 5,725 Per Report	\$ 5,725
108	Hospital Based Nursing Facilities - Full Scope	5 Reports	\$ 28,739 Per Report	\$ 143,695
109	Hospital Based Nursing Facilities - Limited Scope	1 Report	\$ 14,993 Per Report	\$ 14,993
110	Hospital Based Nursing Facilities - Desk Review	1 Report	\$ 6,684 Per Report	\$ 6,684
111	ICFIID - Full Scope	24 Reports	\$ 24,115 Per Report	\$ 578,760
112	ICFIID - Limited Scope	24 Reports	\$ 15,678 Per Report	\$ 376,272
113	ICFIID - Desk Review	24 Reports	\$ 3,071 Per Report	\$ 73,704
114	CASSIP - Full Scope	1 Report	\$ 99,861 Per Report	\$ 99,861
115	DSH Audits, Reporting, and Redistribution Calculation	1 Service	\$ 124,858 Per Service	\$ 124,858
116	Non-DRG Hospitals (Public and Private) - Full Scope	14 Reports	\$ 55,825 Per Report	\$ 781,550
117	Non-DRG Hospitals (Public and Private) - Limited Scope	1 Report	\$ 15,592 Per Report	\$ 15,592
118	Non-DRG Hospitals (Public and Private) - Desk Review	1 Report	\$ 7,561 Per Report	\$ 7,561



BAFO PRICING SCHEDULE

Sol. No. CFOPD-15-R-033
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Medical Audit Services

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
119	D.C. Public Schools - Full Scope Only	1 Report	\$ 24,115 Per Report	\$ 24,115
120	CFSA Healthy Horizon Clinic - Full Scope Only	1 Report	\$ 24,115 Per Report	\$ 24,115
121	D.C. Charter Schools - Full Scope	3 Reports	\$ 24,115 Per Report	\$ 72,345
122	D.C. Charter Schools - Limited Scope	1 Report	\$ 6,113 Per Report	\$ 6,113
123	D.C. Charter Schools - Desk Review	1 Report	\$ 3,071 Per Report	\$ 3,071
124	OSSE - Full Scope Only	1 Report	\$ 24,115 Per Report	\$ 24,115
125	D.C. Fire & Emergency Medical Services Full Scope	1 Report	\$ 24,115 Per Report	\$ 24,115
126	Federally Qualified Health Centers Full Scope	8 Reports	\$ 16,230 Per Report	\$ 129,840
127	Home Health Agencies - Full Scope	20 Reports	\$ 16,230 Per Report	\$ 324,600
128	Home Health Agencies - Limited Scope	1 Report	\$ 3,883 Per Report	\$ 3,883
129	Home Health Agencies - Desk Review	1 Report	\$ 1,651 Per Report	\$ 1,651
130	DRG Hospitals - Full Scope	12 Reports	\$ 55,825 Per Report	\$ 669,900
131	DRG Hospitals - Limited Scope	1 Report	\$ 15,592 Per Report	\$ 15,592
132	DRG Hospitals - Desk Review	1 Report	\$ 7,561 Per Report	\$ 7,561
133	Non-CASSIP HMOs - Full Scope	3 Reports	\$ 104,611 Per Report	\$ 313,833
134	Non-CASSIP HMOs - Limited Scope	1 Report	\$ 68,227 Per Report	\$ 68,227
135	Non-CASSIP HMOs - Desk Review	1 Report	\$ 37,365 Per Report	\$ 37,365
136	Special Projects Fee	100 hours	\$ 242 per hour	\$ 24,200
Total Option Year 1				\$ 4,928,987



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Sol. No. CFOPD-15-R-033
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Solicitation CFOPD-15-R-033
Medical Audit Services

B.3.4 Option Year 2

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
201	SSAE-16 Audit	1 Report	\$ 85,202 Per Report	\$ 85,202
202	Nursing Facilities Rebasing	1 Rebasing	\$ 160,196 Per Rebasing	\$ 160,196
203	Nursing Facilities Rates Update	2 Updates	\$ 95,747 Per Update	\$ 191,494
204	Nursing Facilities Program Administration	1 Annual Fee	\$ 105,719 Per Year	\$ 105,719
205	Stand Alone Nursing Facilities - Full Scope	14 Reports	\$ 28,241 Per Report	\$ 395,374
206	Stand Alone Nursing Facilities - Limited Scope	1 Report	\$ 14,844 Per Report	\$ 14,844
207	Stand Alone Nursing Facilities - Desk Review	1 Report	\$ 5,897 Per Report	\$ 5,897
208	Hospital Based Nursing Facilities - Full Scope	5 Reports	\$ 29,601 Per Report	\$ 148,005
209	Hospital Based Nursing Facilities - Limited Scope	1 Report	\$ 15,440 Per Report	\$ 15,440
210	Hospital Based Nursing Facilities - Desk Review	1 Report	\$ 6,884 Per Report	\$ 6,884
211	ICFIID - Full Scope	24 Reports	\$ 24,840 Per Report	\$ 596,160
212	ICFIID - Limited Scope	24 Reports	\$ 16,149 Per Report	\$ 387,576
213	ICFIID - Desk Review	24 Reports	\$ 3,166 Per Report	\$ 75,984
214	CASSIP - Full Scope	1 Report	\$ 102,856 Per Report	\$ 102,856
215	DSH Audits, Reporting, and Redistribution Calculation	1 Service	\$ 121,117 Per Service	\$ 121,117
216	Non-DRG Hospitals (Public and Private) - Full Scope	14 Reports	\$ 57,499 Per Report	\$ 804,986
217	Non-DRG Hospitals (Public and Private) - Limited Scope	1 Report	\$ 16,060 Per Report	\$ 16,060
218	Non-DRG Hospitals (Public and Private) - Desk Review	1 Report	\$ 7,788 Per Report	\$ 7,788



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Sol. No. CFOPD-15-R-033
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Medical Audit Services

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
219	D.C. Public Schools - Full Scope Only	1 Report	\$ 24,840 Per Report	\$ 24,840
220	CFSA Healthy Horizon Clinic - Full Scope Only	1 Report	\$ 24,840 Per Report	\$ 24,840
221	D.C. Charter Schools - Full Scope	3 Reports	\$ 24,840 Per Report	\$ 74,520
222	D.C. Charter Schools - Limited Scope	1 Report	\$ 6,298 Per Report	\$ 6,298
223	D.C. Charter Schools - Desk Review	1 Report	\$ 3,166 Per Report	\$ 3,166
224	OSSE - Full Scope Only	1 Report	\$ 24,840 Per Report	\$ 24,840
225	D.C. Fire & Emergency Medical Services Full Scope	1 Report	\$ 24,840 Per Report	\$ 24,840
226	Federally Qualified Health Centers Full Scope	8 Reports	\$ 16,718 Per Report	\$ 133,744
227	Home Health Agencies - Full Scope	20 Reports	\$ 16,718 Per Report	\$ 334,360
228	Home Health Agencies - Limited Scope	1 Report	\$ 4,001 Per Report	\$ 4,001
229	Home Health Agencies - Desk Review	1 Report	\$ 1,701 Per Report	\$ 1,701
230	DRG Hospitals - Full Scope	12 Reports	\$ 57,499 Per Report	\$ 689,988
231	DRG Hospitals - Limited Scope	1 Report	\$ 16,060 Per Report	\$ 16,060
232	DRG Hospitals - Desk Review	1 Report	\$ 7,788 Per Report	\$ 7,788
233	Non-CASSIP HMOs - Full Scope	3 Reports	\$ 107,750 Per Report	\$ 323,250
234	Non-CASSIP HMOs - Limited Scope	1 Report	\$ 70,273 Per Report	\$ 70,273
235	Non-CASSIP HMOs - Desk Review	1 Report	\$ 38,485 Per Report	\$ 38,485
236	Special Projects Fee	100 hours	\$ 250 per hour	\$ 25,000
Total Option Year 2				\$ 5,069,576



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Medical Audit Services

B.3.5 Option Year 3

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
301	SSAE-16 Audit	1 Report	\$ 87,758 Per Report	\$ 87,758
302	Nursing Facilities Rebasing	1 Rebasing	\$ 165,002 Per Rebasing	\$ 165,002
303	Nursing Facilities Rates Update	2 Updates	\$ 98,621 Per Update	\$ 197,242
304	Nursing Facilities Program Administration	1 Annual Fee	\$ 108,891 Per Year	\$ 108,891
305	Stand Alone Nursing Facilities - Full Scope	14 Reports	\$ 29,088 Per Report	\$ 407,232
306	Stand Alone Nursing Facilities - Limited Scope	1 Report	\$ 15,289 Per Report	\$ 15,289
307	Stand Alone Nursing Facilities - Desk Review	1 Report	\$ 6,073 Per Report	\$ 6,073
308	Hospital Based Nursing Facilities - Full Scope	5 Reports	\$ 30,489 Per Report	\$ 152,445
309	Hospital Based Nursing Facilities - Limited Scope	1 Report	\$ 15,904 Per Report	\$ 15,904
310	Hospital Based Nursing Facilities - Desk Review	1 Report	\$ 7,090 Per Report	\$ 7,090
311	ICFIID - Full Scope	24 Reports	\$ 25,584 Per Report	\$ 614,016
312	ICFIID - Limited Scope	24 Reports	\$ 16,634 Per Report	\$ 399,216
313	ICFIID - Desk Review	24 Reports	\$ 3,260 Per Report	\$ 78,240
314	CASSIP - Full Scope	1 Report	\$ 105,942 Per Report	\$ 105,942
315	DSH Audits, Reporting, and Redistribution Calculation	1 Service	\$ 116,883 Per Service	\$ 116,883
316	Non-DRG Hospitals (Public and Private) - Full Scope	14 Reports	\$ 59,223 Per Report	\$ 829,122
317	Non-DRG Hospitals (Public and Private) - Limited Scope	1 Report	\$ 16,542 Per Report	\$ 16,542
318	Non-DRG Hospitals (Public and Private) - Desk Review	1 Report	\$ 8,022 Per Report	\$ 8,022



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CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
319	D.C. Public Schools - Full Scope Only	1 Report	\$ 25,584 Per Report	\$ 25,584
320	CFSA Healthy Horizon Clinic - Full Scope Only	1 Report	\$ 25,584 Per Report	\$ 25,584
321	D.C. Charter Schools - Full Scope	3 Reports	\$ 25,584 Per Report	\$ 76,752
322	D.C. Charter Schools - Limited Scope	1 Report	\$ 6,486 Per Report	\$ 6,486
323	D.C. Charter Schools - Desk Review	1 Report	\$ 3,260 Per Report	\$ 3,260
324	OSSE - Full Scope Only	1 Report	\$ 25,584 Per Report	\$ 25,584
325	D.C. Fire & Emergency Medical Services Full Scope	1 Report	\$ 25,584 Per Report	\$ 25,584
326	Federally Qualified Health Centers Full Scope	8 Reports	\$ 17,218 Per Report	\$ 137,744
327	Home Health Agencies - Full Scope	20 Reports	\$ 17,218 Per Report	\$ 344,360
328	Home Health Agencies - Limited Scope	1 Report	\$ 4,120 Per Report	\$ 4,120
329	Home Health Agencies - Desk Review	1 Report	\$ 1,751 Per Report	\$ 1,751
330	DRG Hospitals - Full Scope	12 Reports	\$ 59,223 Per Report	\$ 710,676
331	DRG Hospitals - Limited Scope	1 Report	\$ 16,542 Per Report	\$ 16,542
332	DRG Hospitals - Desk Review	1 Report	\$ 8,022 Per Report	\$ 8,022
333	Non-CASSIP HMOs - Full Scope	3 Reports	\$ 110,981 Per Report	\$ 332,943
334	Non-CASSIP HMOs - Limited Scope	1 Report	\$ 72,380 Per Report	\$ 72,380
335	Non-CASSIP HMOs - Desk Review	1 Report	\$ 39,639 Per Report	\$ 39,639
336	Special Projects Fee	100 hours	\$ 257 per hour	\$ 25,700
Total Option Year 3				\$ 5,213,620



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Medical Audit Services

B.3.6 Option Year 4

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
401	SSAE-16 Audit	1 Report	\$ 90,391 Per Report	\$ 90,391
402	Nursing Facilities Rebasing	1 Rebasing	\$ 169,955 Per Rebasing	\$ 169,955
403	Nursing Facilities Rates Update	2 Updates	\$ 101,579 Per Update	\$ 203,158
404	Nursing Facilities Program Administration	1 Annual Fee	\$ 112,159 Per Year	\$ 112,159
405	Stand Alone Nursing Facilities - Full Scope	14 Reports	\$ 29,961 Per Report	\$ 419,454
406	Stand Alone Nursing Facilities - Limited Scope	1 Report	\$ 15,749 Per Report	\$ 15,749
407	Stand Alone Nursing Facilities - Desk Review	1 Report	\$ 6,257 Per Report	\$ 6,257
408	Hospital Based Nursing Facilities - Full Scope	5 Reports	\$ 31,404 Per Report	\$ 157,020
409	Hospital Based Nursing Facilities - Limited Scope	1 Report	\$ 16,382 Per Report	\$ 16,382
410	Hospital Based Nursing Facilities - Desk Review	1 Report	\$ 7,304 Per Report	\$ 7,304
411	ICFIID - Full Scope	24 Reports	\$ 26,352 Per Report	\$ 632,448
412	ICFIID - Limited Scope	24 Reports	\$ 17,132 Per Report	\$ 411,168
413	ICFIID - Desk Review	24 Reports	\$ 3,357 Per Report	\$ 80,568
414	CASSIP - Full Scope	1 Report	\$ 109,121 Per Report	\$ 109,121
415	DSH Audits, Reporting, and Redistribution Calculation	1 Service	\$ 112,417 Per Service	\$ 112,417
416	Non-DRG Hospitals (Public and Private) - Full Scope	14 Reports	\$ 61,000 Per Report	\$ 854,000
417	Non-DRG Hospitals (Public and Private) - Limited Scope	1 Report	\$ 17,038 Per Report	\$ 17,038
418	Non-DRG Hospitals (Public and Private) - Desk Review	1 Report	\$ 8,263 Per Report	\$ 8,263



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Medical Audit Services

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
419	D.C. Public Schools - Full Scope Only	1 Report	\$ 26,352 Per Report	\$ 26,352
420	CFSA Healthy Horizon Clinic - Full Scope Only	1 Report	\$ 26,352 Per Report	\$ 26,352
421	D.C. Charter Schools - Full Scope	3 Reports	\$ 26,352 Per Report	\$ 79,056
422	D.C. Charter Schools - Limited Scope	1 Report	\$ 6,681 Per Report	\$ 6,681
423	D.C. Charter Schools - Desk Review	1 Report	\$ 3,357 Per Report	\$ 3,357
424	OSSE - Full Scope Only	1 Report	\$ 26,352 Per Report	\$ 26,352
425	D.C. Fire & Emergency Medical Services Full Scope	1 Report	\$ 26,352 Per Report	\$ 26,352
426	Federally Qualified Health Centers Full Scope	8 Reports	\$ 17,736 Per Report	\$ 141,888
427	Home Health Agencies - Full Scope	20 Reports	\$ 17,736 Per Report	\$ 354,720
428	Home Health Agencies - Limited Scope	1 Report	\$ 4,244 Per Report	\$ 4,244
429	Home Health Agencies - Desk Review	1 Report	\$ 1,806 Per Report	\$ 1,806
430	DRG Hospitals - Full Scope	12 Reports	\$ 61,000 Per Report	\$ 732,000
431	DRG Hospitals - Limited Scope	1 Report	\$ 17,038 Per Report	\$ 17,038
432	DRG Hospitals - Desk Review	1 Report	\$ 8,263 Per Report	\$ 8,263
433	Non-CASSIP HMOs - Full Scope	3 Reports	\$ 114,311 Per Report	\$ 342,933
434	Non-CASSIP HMOs - Limited Scope	1 Report	\$ 74,552 Per Report	\$ 74,552
435	Non-CASSIP HMOs - Desk Review	1 Report	\$ 40,829 Per Report	\$ 40,829
436	Special Projects Fee	100 hours	\$ 265 per hour	\$ 26,500
Total Option Year 4				\$ 5,362,127



BAFO PRICING SCHEDULE

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Solicitation CFOPD-15-R-033
Medical Audit Services

B.3.9 Summary

Period of Performance	Totals
B.3.2 Base Year	\$ 4,324,232
B.3.3 Option Year One	\$ 4,928,987
B.3.4 Option Year Two	\$ 5,069,576
B.3.5 Option Year Three	\$ 5,213,620
B.3.6 Option Year Four	\$ 5,362,127
Grand Totals	\$ 24,898,542

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

The District of Columbia Office of the Chief Financial Officer, Office of Contracts (District), on behalf of the Department of Health Care Finance (DHCF), has a need for audit services to assure that payments made to health care services providers participating in the Medicaid Program are in compliance with Federal and District laws and rules.

C.2 BACKGROUND

C.2.1 The Medicaid Program was established in accordance with applicable provisions of Title XIX of the Social Security Act to provide medical and other services to medically needy and indigent persons. The public and private providers of health care services who participate in the Medicaid Program ("Providers") are entitled to reimbursement determined for specific health care services rendered to Medicaid recipients in accordance with the prescribed methodologies set forth in the District of Columbia State Plan for Medical Assistance ("State Plan") (Accessible at <http://dhcf.dc.gov/page/medicaid-state-plan>) under Section 4 - General Program Administration, Payment for Services and Title 29 D.C. Municipal Regulations (DCMR).

C.2.2 The Medicaid Program follows the reimbursement requirements set forth in the State Plan and Title 29 D.C. Municipal Regulations (DCMR). However, if specific guidance is not provided in the State Plan, authoritative guidance is sought in the following sources:

1. Code of Federal Regulations Title 42 (42 CFR)
2. Health Insurance Manual 15 (HIM-15)
3. Medicare Provider Reimbursement Manual (PRM) Parts I and II
4. Medicare Statutes and Regulations
5. Generally Accepted Accounting Standards
6. Generally Accepted Auditing Standards
7. Government Auditing Standards (Yellow Book)
8. District of Columbia Statutes and Rules Governing the Medicaid Program
9. Centers for Medicare & Medicaid Services (CMS)

C.2.3 Providers are required to submit cost reports for purposes of assessing trends in health care costs and for other purposes as determined by the Medicaid Program. In certain cases cost reports determine or contribute in determining Providers' reimbursement. Audits are necessary to verify costs and other submitted data necessary to establish rates and information used in analyzing and determining rate methodologies and Medicaid Program costs.

C.2.4 The Medicaid Program uses an outside service organization, currently Xerox, for providing Medicaid Management Information Systems (MMIS) services to process claims and assist in reporting of expenditures to Providers. Because of the magnitude of

such services, the District's Comprehensive Annual Financial Report requires that an independent auditor conduct an assessment of the control activities of the service organization providing MMIS services. Statement on Standards for Attestation Engagements No. 16 (SSAE-16) is the authoritative guidance from the American Institute of CPAs (AICPA) to guide service organizations providing MMIS services in disclosing their control activities and processes to their customers (in this case the Medicaid Program) and their customers' auditors in a uniform reporting format.

C.3 REQUIREMENTS

C.3.1 The Contractor shall provide audit services to ensure cost reports and other submitted data of Providers are accurate and reasonable in accordance with reimbursement requirements and guidance set forth in the State Plan and authoritative sources.

C.3.2 The Contractor shall perform the following general requirements in each audit service:

1. The Contractor shall determine if Providers have implemented and utilized financial, administrative, and internal control procedures to discharge their cost reporting responsibilities under the State Plan and Title 29 D.C. Municipal Regulations (DCMR).
2. The Contractor shall determine through cost sampling, AICPA standard procedures, or other authoritative guidance whether the costs incurred and claimed are allowable under the State Plan and to recommend adjustments based on tests of reliability and allowability.
3. The Contractor shall provide its findings as to whether the Providers' cost reports present a fair basis for reimbursement for services rendered in conformity with the State Plan and Title 29 D.C. Municipal Regulations (DCMR) and whether the Providers' cost reports are prepared on a consistent basis from one period to the next.
4. The Contractor shall determine whether financial operations are in accordance with the State Plan and Title 29 D.C. Municipal Regulations (DCMR) and whether the financial report of the Provider is fairly presented.
5. The Contractor shall verify the accuracy and reasonableness of all such information obtained by examining the records and other supporting evidence, to the extent necessary to prepare an authoritative, objective report.
6. The Contractor shall report and make recommendations concerning the detection and correction of all improper, unallowable, or unusual costs to the District.
7. The Contractor shall audit Providers, as ordered by the District, in accordance with the audit requirements contained in the State Plan and Title 29 D.C. Municipal Regulations (DCMR).

8. The Contractor shall subject the Provider's cost reports to the verification level chosen by the District at the time of an audit request. The three (3) levels of verification are as follows:
 - a) Full Scope - an audit that includes all procedures necessary for the Contractor to provide an opinion as to whether the Provider's cost report as a whole presents a fair basis for reimbursement, in accordance with the State Plan. A full scope audit involves examination of detailed support of transactions and specific account balances. Support shall be obtained for the items listed below:
 - i. Independent verification of the Provider's licenses.
 - ii. Independent verification of the Provider's vendor purchases, contracts, and other claimed costs.
 - iii. Independent verification of the Provider's staffing levels and pertinent credentials.
 - iv. Independent verification of recipient level of care.
 - v. Independent verification of the patient fund account expenditures.
 - b) Limited Scope - an audit covering specific areas performed by utilizing procedures agreed upon by the Contractor and the District to provide limited assurance that costs claimed are allowable, reasonable, and in accordance with the State Plan. A limited scope audit involves analytical review and reasonableness testing of transactions and specific account balances as guided by AICPA standards and other authoritative guidance.
 - c) Desk Review - an in-house review of submitted cost reports performed by utilizing procedures agreed upon by the Contractor and the District.
9. The Contractor shall design and execute a desk review procedures, limited scope procedures, and a field audit procedures for full scope verification. The procedures shall be designed for each designated task and shall be consistent with the scope of work.
10. The Contractor shall, as necessary, plan engagements, conduct entrance and exit conferences, perform field work if necessary, submit final audit reports with audit adjustments, review subsequently submitted documentation (even post-exit conference) and revise audit reports accordingly.
11. The Contractor shall discuss the scope and conduct of the audit with the Provider being audited and notify DHCF of the scheduled entrance and exit interviews with each Provider in order for a DHCF representative to be present. At the exit interview the Contractor shall identify all potential disallowances to the Provider and give a time-frame for the Provider to submit documentation to prevent any potential disallowances or adjustments.

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12. The Contractor shall maintain and organize working papers in a manner agreeable to both the District and the Contractor and maintain all data, material and working papers in a location with convenient access to the District.
13. The Contractor shall utilize either Health Financial Systems or KMPG Peat Marwick Compu-Max MICRO Systems software products approved by CMS for processing hospital cost reports.
14. Conflict of Interest
 - a) The Contractor shall not have any conflict of interest as defined in the AICPA Code of Professional Conduct.
 - b) Providers posing a potential conflict of interest to the Contractor shall be identified and a description given of the circumstance of the potential conflict of interest.
 - c) The Contractor shall also inform the District of any audit staff who seeks employment with a Provider while an audit is in progress.
 - d) The Contractor shall refer to and act in accordance with the AICPA Code of Professional Code whenever a conflict arises during the term of the Contract.
 - e) In addition, the Contractor shall present to the District the steps they will take to eliminate the conflict.
 - f) The District reserves the right to review the Contractor's conflict elimination plan.
15. The Contractor shall meet with Providers and DHCF to resolve post exit issues, to resolve appeals, and to represent DHCF at judicial proceedings.
16. The Contractor shall cooperate and assist in preparation and defense of administrative or civil litigation arising under the Contract that relates to the performance and results of Contractor's performance of auditing and related services including, but not limited to, providing documents and witnesses. The Contractor shall be available beyond the termination of this Contract for the defense of any auditing and related services including, but not limited to, providing documents and witnesses.
17. The Contractor shall complete position papers to support the District's position regarding issues on appeals before the District of Columbia Office of Administrative Hearings, or reimbursement-related lawsuits in the Federal and District Courts, or other administrative tribunals within the time frame established by the Office of Administrative Hearings, court, or tribunal.
18. Administrative reviews are an integral part of the audit process. These reviews are normally filed subsequent to the issuance of the final rate or reimbursement notices and can vary significantly in the level of effort required. Therefore, the Contractor shall be available to assist the District in presenting its position before the Office of Administrative Hearings.

C.3.3 The Contractor shall perform audit services of the following types of private providers:

1. Nursing Facilities

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2. Hospitals
 3. Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFIID)
 4. Children, Adolescent Social Security Income Programs (CASSIP)
 5. Non-CASSIP Health Maintenance Organizations (HMO)
 6. Disproportionate Share Hospital (DSH) Distributions
 7. Federally Qualified Health Centers
 8. Home Health Agencies
 9. Diagnostic Related Groups (DRG)
- C.3.4 In addition to the general requirements, CASSIP audits shall be annual, full scope audits of the Provider determining expenditures for medical claims paid and differences between claims experience, capitation payments, and compliance with the CASSIP contract. The audit shall also determine the effect of risk corridors on final settlement.
- C.3.5 In addition to the general requirements, DSH audits shall be in compliance with the CMS final rule and any subsequent changes regarding audits of the program's annual DSH payments. The Contractor shall review DHCF data used to calculate allotments, obtain and test hospitals' data to determine DSH limits, test DHCF compliance with required verification procedures, perform selective claims testing, prepare and file with CMS a report of the audit and provide and maintain for future reference all other required documentation in accordance with CMS format, requirements and filing deadlines. The Contractor shall also recalculate amounts that individual hospitals are entitled to and assist DHCF in redistribution of preliminarily distributed payments.
- C.3.6 In addition to the general requirements, the Contractor shall perform financial audits on all MCOs as Non-CASSIP HMOs. The audits shall include, but not be limited to, statutory compliance, financial solvency, reserve requirements, Incurred but not Reserve (IBNR) balances, and Medical loss ratio calculations.
- C.3.7 The Contractor shall perform audit services of the following types of public providers:
1. D. C. Public Schools (DCPS)
 2. Child and Family Services Agency's (CFSA) Healthy Horizon Clinic
 3. D.C. Charter Schools
 4. St. Elizabeth's Hospital
 5. D.C. Fire & Emergency Medical Services (FEMS)
 6. Office of the State Superintendent of Education (OSSE)
- C.3.8 In addition to the general requirements, DCPS audits shall reconcile payments with costs and compute settlement amounts.
- C.3.9 In addition to the general requirements, OSSE audit shall involve transportation costs for students eligible for School Based Health Services and, if approved by CMS, allowable costs for health care services provided to special education students attending non-public schools.

C.3.10 SSAE-16 Audits

1. The Contractor shall annually perform SSAE-16 SOC-1 Type II audits of the Medicaid Program and District's fiscal agent on the design of policies and procedures placed in operation, as well as the operating effectiveness of such policies and procedures. In addition to the applicable general audit requirements, the Contractor shall plan the engagement, meet with DHCF and contract personnel on site in order to understand and document systems, controls, program changes, file protection and security of user records, and test systems, conduct entrance and exit interviews, and timely issue the SSAE 16 audit report.
2. The SSAE-16 SOC-1 Type II audit shall be performed annually in line with the District's fiscal year cycle from October 1 to September 30.

C.3.11 Nursing Facilities Rebasing

1. The District will request Nursing Facilities Rebasing every three years, or periodically, as required by the State Plan.
2. The Contractor shall develop rebased District nursing facility provider rates based on the most recent audited cost reports, in accordance with the State Plan.

C.3.12 Nursing Facilities Rates Update

1. The Contractor shall obtain quarterly case-mix data from Providers, work with Providers to ensure maximum reporting accurate, generate final Minimum Data Set reports and distribute to Providers, and calculate each facility's case-mix index score.
2. The District will perform updates of Nursing Facilities' rates twice annually using the Contractor's quarterly Case-Mix data.

C.3.13 Nursing Facilities Program Administration

1. The Contractor shall act as advisor to DHCF in complying with the State Plan, Title 29 D.C. Municipal Regulations (DCMR) and other authoritative sources to provide accurate and timely reimbursement to Providers.
2. The Contractor shall provide ongoing guidance to DHCF on case-mix rate issues and assist in answering Provider and governmental inquiries.
3. The Contractor shall be the primary resource for all issues involving the State Plan, CMS, and DHCF regulations.

C.3.14 Deadlines

1. The Contractor shall complete audits and services and deliver reports on or before the required dates indicated, following issuance of a task order, unless additional time is specified in the task order:
 - a. SSAE-16 audits before November 30 following the fiscal year under audit.
 - b. Nursing Facilities Rates Update adjustments no later than April 1 and October 1 of each year.
 - c. Hospital audits within five (5) months.
 - d. ICFIID audits within three (3) months.
 - e. Nursing Facilities (Stand Alone and Hospital Based) audits within three (3) months.
 - f. CASSIP audits within four (4) months.
 - g. DSH audits, reporting, and redistribution calculation within five (5) months.
 - h. DCPS audits within five (5) months.
 - i. CFSA Healthy Horizon Clinic audits within five (5) months.
 - j. OSSE audits within five (5) months.
 - k. D.C. Chartered Schools within five (5) months
 - l. D.C. Fire and Emergency Medical Services within five (5) months
 - m. Federally Qualified Health Centers within five (5) months.
 - n. Home Health Agencies within five (5) months.
 - o. Health Maintenance Organizations within five (5) months.
 - p. Due dates for all other audits and services will be determined by the District and will be specified in the task order's scope of work.
 - q. Written progress reports of ongoing audits and services, in a form acceptable to the District, every month.
 - r. A periodic statement of account for each audit assigned and performed, reflecting the total fee for the audit, the amount billed, the amount received, any contingency amount, and the outstanding balance.
2. If the number of cost reports and/or Providers increases significantly during the term of the Contract, the District may revise the required timeframes accordingly through a bilateral contract modification with the Contractor.
3. The Contractor shall not be held to the Deadlines in the event of a MMIS system failure or other circumstances covered under the Force Majeure provision of the Contract.

C.3.15 Equitable Adjustments

1. The following Impact Circumstances will potentially affect singularly or collectively the scope of work and cost of an audit service.
 - a. Revision in cost data provided subsequent to the verification by the Providers.

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- b. Sale of facilities, thereby necessitating interim period verification as of the date of sale.
 - c. Providers who terminate participation in the Medicaid Program during the year.
 - d. Providers who change their fiscal year, thereby necessitating a special verification of a short period cost report.
2. The Contractor may request, for the District's consideration, an upward equitable adjustment to a task order based on the justification of an Impact Circumstance that increases the scope of work and costs.
3. The District may modify a task order for a downward equitable adjustment based on the justification of an Impact Circumstance that decreases the scope of work and costs.
4. Any Contractor request for an upward equitable adjustment to a task order not based on the justification of an Impact Circumstance will be denied by the District, unless reasonably justified.

C.3.16 Special Projects

1. The Contractor shall perform special reviews, audits, other accounting and auditing functions, and provide other assistance, such as in the areas of fraud and abuse and excessive work to resolve appeals and judicial proceedings, as may be required by DHCF throughout the term of the Contract.
2. The Contractor shall provide audit support of the activities of DHCF's Program Integrity and any other District entity with prior approval and at the direction of the District.
3. The District will prepare a scope of work and request a quote of Special Project hours prior to issuance of a task order for the assignment to commence the work.
4. The Contractor shall provide the District, at its request, examples of how AICPA would interpret Medicaid policy changes in terms of generally accepted accounting principles.

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. Materials produced under this contract are to be handled by the Contractor as confidential documents.

D.2 MARKING

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.

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.

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

Inspection of all goods and services provided by the Contractor under this contract shall be performed by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1(b).

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

THE TIME PERIOD FOR THIS WARRANTY IS THE LIFE OF THE CONTRACT PLUS ALL ACTIVE OPTIONS AND EXTENSIONS.

- (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
DELIVERABLES / PERFORMANCE

F.1 CONTRACT PERIOD

F.1.1. The base period shall be a one (1) year period from September 1, 2105.

F.1.2 Option Period:

F.1.2.1 The District may extend the term of this contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least fifteen (15) days before the contract expires. The preliminary written notice does not commit the District to an extension of this option. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.1.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.1.2.3 The price for the option period shall be as specified in Section B of the Contract.

F.2 DELIVERABLES

F.2.1 All deliverables shall be submitted in accordance with the Statement of Work in Section C of the contract.

F.2.2 Reports that are required are to be submitted to the District as a deliverable(s) shall be delivered in accordance with the Statement of Work contained in Section C. If the report(s) is not submitted as part of the deliverables, final payment to the Contractor shall not be paid.

F.2.3 The Contractor shall provide DHCF with four (4) sets of the audited cost or other final report for each audit or task performed.

F.2.4 The Contractor shall provide DHCF will two (2) sets of all work papers and supporting documentation for any disallowances identified in audited cost reports.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

(a) **Contracting Officer**

The Contracting Officer for this contract is:

Mr. Drakus Wiggins
Contracting Officer
Office of Contracts
Office of Management and Administration
Office of the Chief Financial Officer
1100 4th Street SW Suite 610E
Washington, DC 20024
Phone: 202-442-7121
Email: drakus.wiggins@dc.gov

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

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

The COTR for this contract will maintain a close relationship with the Contractor and will ensure that the Contractor's work conforms to the day-to-day technical requirements of the contract. **It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.** The COTR is:

Mr. Fredrick Hoeflinger
Reimbursement Supervisor
Department of Health Care Finance
441 4th St. NW, Suite 960N
Washington, DC 20001
Phone: 202-442-9071
Email: frederick.hoeflinger@dc.gov

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.3 INVOICE SUBMITTAL

G.3.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this Section G. Invoices shall be prepared and submitted to the Office of Financial Operations at OMA.Invoicing@dc.gov and the address below with concurrent copies to the COTR.

Office of the Chief Financial Officer
Office of Management and Administration
Financial Operations/Accounts Payable
Attention: Comptroller
1100 4th Street, SW Suite E600
Washington, DC 20024

Invoices shall not contain charges for items not listed in the Schedule of Fees. Work performed outside this contract, for which there was no prior modification to include it under Section C, Description/Specification/Work Statement, shall not be included.

G.3.2 INVOICES

A. An invoice is a written request for payment under the contract for supplies delivered or services rendered. In order to be proper, an invoice must include as applicable, the following:

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number or other authorization for supplies delivered or services performed;
- (4) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed;
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms);
- (6) Name and address of Contractor official to whom the payment is to be sent (*must be the same as that on the contract or accompanied by a proper notice of assignment*);
- (7) Name (*where practicable*), title, phone number, mailing address of person to be notified in event of defective invoice; and
- (8) Any other information or documentation required by the

Contract (*such as evidence of shipment*).

G.4 THE QUICK PAYMENT PROVISIONS

G.4.1 INTEREST AND PENALTIES TO CONTRACTORS

G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.

G.4.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.4.2 PAYMENTS TO SUBCONTRACTORS

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

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.4.2.2 The Contractor shall pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.

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

G.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty

under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.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 methods.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 STAFFING

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

H.2 SUBCONTRACTS

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

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

H.3.1 Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, 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

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H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

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

H.3.2

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

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

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

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

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

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- H.3.6 No multiyear contracts or extended contracts, which are not in compliance with D.C. Code §2-218.46 or this Section H.3 at the time of the contemplated exercise of the option or extension, shall be renewed or extended, and any such option or extension shall be void.
- H.3.7 A Beneficiary shall submit within 15 days of contract award, to the Contracting Officer, project manager, District of Columbia Auditor and the Director of the Department of Small and Local Business Development copies of the executed contracts with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.
- H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development and District of Columbia Auditor upon the initiation and completion of a project.
- H.3.9 Within 15 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development, the Contracting Officer, project manager and the District of Columbia Auditor which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:
- (a) The price to be paid by the contractor to the subcontractor;
 - (b) A description of the goods procured or the services contracted for;
 - (c) The amount paid by the contractor to the subcontractor under the subcontract; and
 - (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.
- H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, project manager and the District of Columbia Auditor to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.
- H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.
- H.3.12 Waiver of Subcontracting Requirements
- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.

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- (b) Prior to submission of bids or proposals, the Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request with the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary's efforts to secure involvement by Certified Business Enterprises, no later than May 12, 2015. The Contracting Officer will, in turn, use the Beneficiary's information to submit a waiver request to the Director of the Department of Small and Local Business Development.
- (c) The Contracting Officer will provide written notice of the waiver determination to the Beneficiary prior to the acceptance of bids or proposals and upon a decision of the waiver by the Director of the Department of Small and Local Business Development.
- (d) The Beneficiary should provide the following information in its waiver request to the Contracting Officer to demonstrate the Beneficiary's good faith efforts to secure involvement by a Certified Business Enterprise:
 - i. Whether the Beneficiary advertised in general circulation, trade association, or other media outlets concerning the subcontracting opportunity;
 - ii. Whether the Beneficiary provided written notice to a reasonable number of certified business enterprises that their interest in the subcontracting opportunity was being solicited;
 - iii. Whether the Beneficiary conducted any pre-solicitation or pre-bid conferences to inform certified business enterprises of the subcontracting opportunity;
 - iv. Whether the Beneficiary provided sufficient time to allow certified business enterprises to participate effectively in its efforts to secure involvement by a certified business enterprise;
 - v. Whether the Beneficiary followed up responses of interest by conducting negotiations with certified business enterprises;
 - vi. Whether rejections by the Beneficiary of certified business enterprises as being unqualified were based on sound reasoning and thorough investigation of their capabilities;
 - vii. Whether the Beneficiary made efforts to assist interested certified business enterprises in obtaining bonding, lines of credit, or insurance required by the Beneficiary;
 - viii. Whether the Beneficiary effectively used the services of the Department of Small and Local Business Development, (202) 727-3900 and <http://dslbd.dc.gov>, in recruiting qualified certified business enterprises; and
 - ix. Whether bids submitted by certified business enterprises were excessive or noncompetitive based upon a review of prevailing market conditions.
- (e) While the information described in (d) above will assist the Director of the Department of Small and Local Business Development in reviewing the waiver request, it does not guarantee that a waiver will, in fact, be approved. Additional factors may be considered and additional information may be requested from the Beneficiary to support the waiver request.

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

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

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

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

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

the requirements set forth in this Section H.3 and D.C. Code §§ 2-218.46, 2-218.51, the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51 shall govern.

H.4 WARRANTIES

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

violation of any applicable law, regulation or policy of insurance. The Contractor agrees to develop a maintenance and replacement schedule subject to approval by the District and agrees to comply with that schedule.

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

H.5 Disclosure of Litigation

Any litigation commencing after contract award shall be disclosed in a written statement within fifteen (15) days of its occurrence. The Contractor shall provide 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. 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 effect an orderly and efficient transition to a successor.

H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS

The District may initiate investigations into the backgrounds of any of the Contractor's officers, principals, investors, owners, employees, vendors, subcontractors, or subcontractors' officers, principals, owners, employees or vendors, or any other associates of the Contractor(s) it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies.

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The Contractor agrees that, during the term of the Contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees and owners, as well as all information about its subcontractors' officers, directors, employees and owners, as the District may prescribe. The Contractor also agrees that the District may conduct background investigations of such persons.

The District may also require that contractors (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing, (2) provide documents and other information of official interest, and (3) attend integrity training.

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." All required forms are available on the Office of Contracting and Procurement website at www.ocp.dc.gov (See Solicitation Attachments).
- 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.

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

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.

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

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)

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

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

B. Claims by a Contractor against the District

Claim, as used in Section B 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.

(a) 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:

- (1) A description of the claim and the amount in dispute;
- (2) Any data or other information in support of the claim;

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- (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer 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.
- (e) The Contracting Officer's written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) 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;
 - (5) 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;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period 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.

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- (g) (1) 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.
- (2) Liability under paragraph (g) (1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision 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.
- (i) 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.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C 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.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) 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;

- (e) 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;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) The authority contained in this clause 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.
 - (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
 - (6) The decision 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.
 - (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

I.8 CHANGES

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such changes cause an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered, provided, however, that the Contracting Officer, if he determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the failure to agree shall be considered a dispute.

Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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 contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called "manufacturing materials") as the

Contractor has specifically produced or specifically produced or specifically acquired for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

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

I.10 TERMINATION FOR CONVENIENCE

- A. The District may, at any time, terminate performance of work under this contract in whole or 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. 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: (i) Stop work as specified in the notice; (ii) 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; (iii) Terminate all contracts to the extent they relate to the work terminated; (iv) 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 shall have the right to settle or pay any termination settlement proposal arising out of those terminations; (v) 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;

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- (vi) As directed by the Contracting Officer, transfer title and deliver to the District: (a) the fabricated and unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (b) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the District; (vii) Complete performance of the work not terminated; (viii) 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 have acquired an interest; (ix) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in the subparagraph (vi) above; provided, however, that the Contractor is not required to extend credit to any purchase, and 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.
- B. 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.
- C. After termination, the Contractor shall submit a final 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 not later than six (6) months from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 6-month period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after six (6) months or any extension.
- D. 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 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

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termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph, or paragraph F., below, exclusive of costs shown in subparagraph F (iii) below, may not exceed the total contract price as reduced by: (a) the amount of payments previously made, and (b) 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 of 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: (i) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph A(ix), above, not previously paid for, adjusted for any saving of freight and other charges. (ii) The total of—
- (a) 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(i), above;
 - (b) 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(i) above; and
 - (c) A sum, as profit on subparagraph F. (i) 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 (c) and shall reduce the settlement to reflect the indicated rate of loss. (iii) The reasonable cost of settlement of the work terminated, including (a) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (b) The termination and settlement of subcontracts (excluding the amounts of such settlement); and (c) 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 E., 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 paragraph C., E. or I., of this clause except that if the Contractor failed to submit the termination settlement

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proposal within the time provided in paragraph C. or I., 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 C., E. or I., the District shall pay the Contractor:

(a) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (b) the amount finally determined on an appeal. In arriving at the amount due the Contractor under this clause, there shall be deducted: (i) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract; (ii) Any claim which the District has against the Contractor under this contract; and (iii) 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.

- I. 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 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- J. The District may, under the terms and conditions it prescribes, make any 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. 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 ten 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 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.
- K. 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 three (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 Procurement Practices Act of 1985, as amended, 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

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.

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 NONDISCRIMINATION 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.

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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 9251, 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

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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.

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.

- B. **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

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less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligations to pay a higher wage to any employee.

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

(d) Daily and weekly hours worked; and

(e) Any deductions, rebates, or refunds from total daily and weekly compensation.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (B)(iii) of this clause. A copy of the report required by paragraph (D) of this clause will fulfill this requirement.

H. **Withholding of Payments and Termination of Contract:** The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.

I. **Contractor's Report:** (i) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph C. of this clause. (ii) If wages to be paid or fringe benefits to be furnished any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

J. **Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (i) In accordance with regulations issued under Section 14, of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA(29 CFR 520, 521, 524 and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act. (ii)

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

I.15 RECOVERY OF DEBTS OWED THE DISTRICT

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

I.16 NON-DISCLOSURE AGREEMENT

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

I.17 GOVERNMENT PROPERTY

Contractor use of Government property shall be governed by Chapter 41 of Title 27

of the D.C. Municipal Regulations.

I.18 RIGHTS IN DATA

- A. All data first produced in the performance of this contract shall be the sole property of the District. Contractor hereby acknowledges that all data including, without limitation, computer program codes produced by the Contractor for the District under this contract are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including; but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public. The District shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional publications.
- B. The District shall have restricted rights in data, including computer software and all accompanying documentation, and manuals and instructional materials, listed or described in a license or agreement made a part of the contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum, the right to: (i) Use the data at any District installation. If the data is software, use the software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may have been transferred by the District; (ii) Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative; (iii) Copy computer programs for safekeeping (archives) or backup purposes; and (iv) modify all the data, including computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
 - i. The restricted rights set forth in Paragraph B are of no effect unless (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____ with (Contractor's Name).

- ii. If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date for the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- C. In addition to the rights granted in Paragraph B above, the Contractor hereby grants to the District a nonexclusive, paid up license throughout the world, of the same scope as the restricted rights set forth in Paragraph B above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under the contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under the contract any works of authorship in which the copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- D. Whenever any data, including computer software, is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause 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. For all computer software furnished to the District with the rights specified in Paragraph A., the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Paragraph A. For all computer software furnished to the District with the restricted rights specified in Paragraph B the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty service provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or 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 then current version of the source code supplied under this 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.
- F. 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 the 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 libelous or other unlawful matter contained in such data.

- G. Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right granted to the District under any patent. Paragraphs B, C, D, F, and G, above, are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

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 RESPONSIBILITY FOR SUPPLIES TENDERED

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 failure to do so within ten days after notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

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 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 EXPIRATION OR CANCELLATION

In the event this contract is cancelled because of non-availability of funds or non-appropriation of funds for any subsequent fiscal year, there shall be a cancellation ceiling of zero dollars representing reasonable pre-production and non-recurring cost, which would be applicable to the items of the life of the contract. If the contract is canceled due to unavailability of funds, the Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies delivered or services performed under the contract.

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

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

I.25 LIVING WAGE ACT OF 2006 REQUIREMENTS

Contractor shall comply with the provisions of 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 Living Wage Act of 2006 requires a contractor to:

1. Pay its employees and subcontractors who perform services under the contract no less than the current living wage;
2. Include in any subcontract for \$15,000.00 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate;
3. Provide a copy of the Living Wage Act Fact Sheet to each employee and Subcontractor who performs services under the contract;
4. Post the Living Wage Act Notice in a conspicuous place in its place of business;

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5. Include in any subcontract for \$15,000.00 or more a provision requiring the subcontractor to post the Living Wage Act Notice in a conspicuous place in its place of business;
6. Maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date; and
7. Require its subcontractors with subcontracts for \$15,000.00 or more under the contract to maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date.
8. The Current Living Wage Rate is \$13.60.

The Living Wage Act Fact Sheet may be found at <https://sites.google.com/a/dc.gov/ocfo-procurements/> under the title: Living Wage Act Fact Sheet and is provided in accordance with the provisions of the above referenced DC statutes.

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 PROPRIETARY REQUIREMENTS

Trade secrets or similar proprietary data, which the Contractor or the District does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted. The District and the Contractor shall identify and mark all proprietary materials.

I.30 INSURANCE

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

- I.30.1.1 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least five hundred thousand dollars (\$500,000) per occurrence.
- I.30.1.2 Property Damage: The Contractor shall carry property damage insurance of at least one hundred thousand dollars (\$100,000) per occurrence.
- I.30.1.3 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to the contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.30.1.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).
- I.30.1.5 Automobile Liability: The contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence for property damage.
- I.30.1.6 The Contractor shall maintain in full force and effect during the term of the contract professional liability insurance in an aggregate amount not less than five million dollars (\$5,000,000).

- I.30.1.7 If the professional liability insurance policy that the Contractor has is a "Claims Made" policy, the Contractor must also obtain a tail coverage policy for a seven (7) year period.
- I.30.1.8 All insurance provided by the Contractor as required by this section I.30, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the CO with a copy to the COTR within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

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

- I.31.1 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"). Contractors shall submit the "First Source Employment Agreement". All required forms are available on the Office of Contracting and Procurement website (solicitation attachments) at www.ocp.dc.gov .
- I.31.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement in which the Contractor shall agree that:
- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be DOES; and
 - b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register maintained by DOES.
- I.31.3 The Contractor shall submit to DOES, no later than the 10th day of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- a. Number of employees needed;
 - b. Number of current employees transferred;
 - c. Number of new job openings created;

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- d. Number of job openings listed with DOES;
- e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - 1. Name;
 - 2. Social Security number;
 - 3. Job title;
 - 4. Hire date;
 - 5. Residence; and
 - 6. Referral source for all new hires.

I.31.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

I.31.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- a. Document in a report to the Contracting Officer, its compliance with the section I.31.4 of this clause; or
- b. Submit a request to the Contracting Officer for a waiver of compliance with section I.31.4 and include the following documentation:
 - 1. Material supporting a good faith effort to comply;
 - 2. Referrals provided by DOES and other referral sources;
 - 3. Advertisement of job openings listed with DOES and other referral sources; and
 - 4. Any documentation supporting the waiver request pursuant to section I.31.6.

I.31.6 The Contracting Officer may determine whether to waive the provisions of section I.31.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor; the Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area, which includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George, the

Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert, and the West Virginia Counties of Berkeley and Jefferson.

- b. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- c. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

I.31.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections I.31.5 and I.31.6, the Contracting Officer, shall determine whether the Contractor is in compliance with section I.31.4 or whether a waiver of compliance pursuant to section I.31.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the CFO.

I.31.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section I.31.5, or deliberate submission of falsified data, may be enforced by the District through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. As set forth in the contract, the Contractor may appeal to the D.C. Contract Appeals Board any decision of the Contracting Officer pursuant to this section I.31.8.

I.31.9 The provisions of sections I.31.4 through I.31.8 do not apply to nonprofit organizations.

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 AUDITS AND RECORDS

I.34.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

I.34.2 **Examination of Costs.** If the award is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer and the COTR, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants or offices, or parts of them, engaged in performing the contract.

I.34.3 **Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to the contract or task orders issued there under, the Contracting Officer and the COTR, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a. The bid for the contract, subcontract, modification, or task order;
- b. The discussions conducted on the bid(s), including those related to negotiating;
- c. Pricing of the contract, subcontract, modification, or task order; or
- d. Performance of the contract, subcontracts, modification, or task order.

I.34.4 Office of the Inspector General

I.34.4.1 The Office of the Inspector General, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract there under.

I.34.4.2 This paragraph may not be construed to require the Contractor or any subcontractor to create or maintain any record that the Contractor or subcontractor

does not maintain in the ordinary course of business or pursuant to a provision of law.

I.34.5 **Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer and the COTR shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a. The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b. The data reported.

I.34.6 **Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses I.34.1 through I.34.5, for examination, audit, or reproduction, until three (3) years after final payment under the contract or for any shorter period specified in this Solicitation, or for any longer period required by statute or by other clauses of the contract. In addition:

- a. If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

I.34.7 The Contractor shall insert a clause containing all the terms of this clause, including this section I.34.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a. That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b. For which cost or pricing data are required; or
- c. That requires the subcontractor to furnish reports described in I.34.5 of this clause.

I.35 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.36 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 Act and D.C. MUN. REGS. tit. 27.

I.37 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) BAFOs (in order of most recent to earliest)
- (4) Proposal

SECTION J

ATTACHMENTS

The following attachments are hereby incorporated.

Attachment Number	Document
J.1	U.S. Department of Labor Wage Determination No. 2005-2103, Revision 15, Dated December 21, 2014
J.2	Bidder/Offeror Certifications
J.3	Doing Business with Integrity

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of LaborU.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210Diane C. Koplewski Division of
Director Wage DeterminationsWage Determination No.: 2005-2103
Revision No.: 14
Date Of Revision: 07/25/2014

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		23.51
05040 - Automotive Glass Installer		22.15
05070 - Automotive Worker		22.15
05110 - Mobile Equipment Servicer		19.04
05130 - Motor Equipment Metal Mechanic		24.78
05160 - Motor Equipment Metal Worker		22.15
05190 - Motor Vehicle Mechanic		24.78
05220 - Motor Vehicle Mechanic Helper		18.49
05250 - Motor Vehicle Upholstery Worker		21.63
05280 - Motor Vehicle Wrecker		22.15
05310 - Painter, Automotive		23.51
05340 - Radiator Repair Specialist		22.15
05370 - Tire Repairer		14.44
05400 - Transmission Repair Specialist		24.78
07000 - Food Preparation And Service Occupations		
07010 - Baker		13.85
07041 - Cook I		12.55
07042 - Cook II		14.60

07070	- Dishwasher	10.11
07130	- Food Service Worker	10.66
07210	- Meat Cutter	18.08
07260	- Waiter/Waitress	9.70
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.86
09040	- Furniture Handler	14.06
09080	- Furniture Refinisher	20.23
09090	- Furniture Refinisher Helper	15.52
09110	- Furniture Repairer, Minor	17.94
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.54
11060	- Elevator Operator	10.54
11090	- Gardener	17.52
11122	- Housekeeping Aide	11.83
11150	- Janitor	11.83
11210	- Laborer, Grounds Maintenance	13.07
11240	- Maid or Houseman	11.26
11260	- Pruner	11.58
11270	- Tractor Operator	16.04
11330	- Trail Maintenance Worker	13.07
11360	- Window Cleaner	12.85
12000	- Health Occupations	
12010	- Ambulance Driver	20.41
12011	- Breath Alcohol Technician	20.27
12012	- Certified Occupational Therapist Assistant	23.11
12015	- Certified Physical Therapist Assistant	21.43
12020	- Dental Assistant	17.18
12025	- Dental Hygienist	44.75
12030	- EKG Technician	27.67
12035	- Electroneurodiagnostic Technologist	27.67
12040	- Emergency Medical Technician	20.41
12071	- Licensed Practical Nurse I	19.07
12072	- Licensed Practical Nurse II	21.35
12073	- Licensed Practical Nurse III	24.13
12100	- Medical Assistant	15.01
12130	- Medical Laboratory Technician	18.04
12160	- Medical Record Clerk	17.42
12190	- Medical Record Technician	19.50
12195	- Medical Transcriptionist	18.77
12210	- Nuclear Medicine Technologist	37.60
12221	- Nursing Assistant I	10.80
12222	- Nursing Assistant II	12.14
12223	- Nursing Assistant III	13.98
12224	- Nursing Assistant IV	15.69
12235	- Optical Dispenser	20.17
12236	- Optical Technician	15.80
12250	- Pharmacy Technician	18.12
12280	- Phlebotomist	15.69
12305	- Radiologic Technologist	31.11
12311	- Registered Nurse I	27.64
12312	- Registered Nurse II	33.44
12313	- Registered Nurse II, Specialist	33.44
12314	- Registered Nurse III	40.13
12315	- Registered Nurse III, Anesthetist	40.13
12316	- Registered Nurse IV	48.10
12317	- Scheduler (Drug and Alcohol Testing)	21.73
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	19.86
13012	- Exhibits Specialist II	24.61
13013	- Exhibits Specialist III	30.09
13041	- Illustrator I	20.48
13042	- Illustrator II	25.38
13043	- Illustrator III	31.03
13047	- Librarian	33.88
13050	- Library Aide/Clerk	14.21
13054	- Library Information Technology Systems Administrator	30.60
13058	- Library Technician	19.89
13061	- Media Specialist I	18.73
13062	- Media Specialist II	20.95
13063	- Media Specialist III	23.36
13071	- Photographer I	16.65
13072	- Photographer II	18.90
13073	- Photographer III	23.67
13074	- Photographer IV	28.65
13075	- Photographer V	33.76
13110	- Video Teleconference Technician	20.39
14000	- Information Technology Occupations	
14041	- Computer Operator I	18.92

14042	- Computer Operator II	21.18
14043	- Computer Operator III	23.60
14044	- Computer Operator IV	26.22
14045	- Computer Operator V	29.05
14071	- Computer Programmer I	(see 1) 26.36
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	18.92
14160	- Personal Computer Support Technician	26.22
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	36.47
15020	- Aircrew Training Devices Instructor (Rated)	44.06
15030	- Air Crew Training Devices Instructor (Pilot)	52.81
15050	- Computer Based Training Specialist / Instructor	36.47
15060	- Educational Technologist	35.31
15070	- Flight Instructor (Pilot)	52.81
15080	- Graphic Artist	26.80
15090	- Technical Instructor	25.08
15095	- Technical Instructor/Course Developer	30.67
15110	- Test Proctor	20.20
15120	- Tutor	20.20
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	9.88
16030	- Counter Attendant	9.88
16040	- Dry Cleaner	12.94
16070	- Finisher, Flatwork, Machine	9.88
16090	- Presser, Hand	9.88
16110	- Presser, Machine, Drycleaning	9.88
16130	- Presser, Machine, Shirts	9.88
16160	- Presser, Machine, Wearing Apparel, Laundry	9.88
16190	- Sewing Machine Operator	13.78
16220	- Tailor	14.66
16250	- Washer, Machine	10.88
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	21.14
19040	- Tool And Die Maker	23.38
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	18.02
21030	- Material Coordinator	22.03
21040	- Material Expediter	22.03
21050	- Material Handling Laborer	13.83
21071	- Order Filler	15.09
21080	- Production Line Worker (Food Processing)	18.02
21110	- Shipping Packer	15.09
21130	- Shipping/Receiving Clerk	15.09
21140	- Store Worker I	11.72
21150	- Stock Clerk	16.86
21210	- Tools And Parts Attendant	18.02
21410	- Warehouse Specialist	18.02
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	27.21
23021	- Aircraft Mechanic I	25.83
23022	- Aircraft Mechanic II	27.21
23023	- Aircraft Mechanic III	28.53
23040	- Aircraft Mechanic Helper	17.54
23050	- Aircraft, Painter	24.73
23060	- Aircraft Servicer	19.76
23080	- Aircraft Worker	21.01
23110	- Appliance Mechanic	21.75
23120	- Bicycle Repairer	14.43
23125	- Cable Splicer	26.02
23130	- Carpenter, Maintenance	21.40
23140	- Carpet Layer	20.49
23160	- Electrician, Maintenance	27.98
23181	- Electronics Technician Maintenance I	24.94
23182	- Electronics Technician Maintenance II	26.47
23183	- Electronics Technician Maintenance III	27.89
23260	- Fabric Worker	19.13
23290	- Fire Alarm System Mechanic	22.91
23310	- Fire Extinguisher Repairer	17.62
23311	- Fuel Distribution System Mechanic	22.81
23312	- Fuel Distribution System Operator	19.38
23370	- General Maintenance Worker	21.43
23380	- Ground Support Equipment Mechanic	25.83
23381	- Ground Support Equipment Servicer	19.76
23382	- Ground Support Equipment Worker	21.01
23391	- Gunsmith I	17.62

23392	- Gunsmith II	20.49
23393	- Gunsmith III	22.91
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430	- Heavy Equipment Mechanic	22.91
23440	- Heavy Equipment Operator	22.91
23460	- Instrument Mechanic	22.59
23465	- Laboratory/Shelter Mechanic	21.75
23470	- Laborer	14.98
23510	- Locksmith	21.90
23530	- Machinery Maintenance Mechanic	23.12
23550	- Machinist, Maintenance	22.91
23580	- Maintenance Trades Helper	18.27
23591	- Metrology Technician I	22.59
23592	- Metrology Technician II	23.80
23593	- Metrology Technician III	24.96
23640	- Millwright	28.19
23710	- Office Appliance Repairer	22.96
23760	- Painter, Maintenance	21.75
23790	- Pipefitter, Maintenance	24.63
23810	- Plumber, Maintenance	22.29
23820	- Pneudraulic Systems Mechanic	22.91
23850	- Rigger	22.91
23870	- Scale Mechanic	20.49
23890	- Sheet-Metal Worker, Maintenance	22.91
23910	- Small Engine Mechanic	20.49
23931	- Telecommunications Mechanic I	29.95
23932	- Telecommunications Mechanic II	31.55
23950	- Telephone Lineman	27.41
23960	- Welder, Combination, Maintenance	22.91
23965	- Well Driller	22.91
23970	- Woodcraft Worker	22.91
23980	- Woodworker	17.62
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	12.79
24580	- Child Care Center Clerk	17.77
24610	- Chore Aide	10.57
24620	- Family Readiness And Support Services Coordinator	16.90
24630	- Homemaker	18.43
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	27.30
25040	- Sewage Plant Operator	20.84
25070	- Stationary Engineer	27.30
25190	- Ventilation Equipment Tender	19.49
25210	- Water Treatment Plant Operator	20.84
27000	- Protective Service Occupations	
27004	- Alarm Monitor	20.57
27007	- Baggage Inspector	12.71
27008	- Corrections Officer	22.80
27010	- Court Security Officer	24.72
27030	- Detection Dog Handler	20.57
27040	- Detention Officer	22.80
27070	- Firefighter	24.63
27101	- Guard I	12.71
27102	- Guard II	20.57
27131	- Police Officer I	26.52
27132	- Police Officer II	29.67
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	13.59
28042	- Carnival Equipment Repairer	14.63
28043	- Carnival Equipment Worker	9.24
28210	- Gate Attendant/Gate Tender	13.01
28310	- Lifeguard	11.59
28350	- Park Attendant (Aide)	14.56
28510	- Recreation Aide/Health Facility Attendant	10.62
28515	- Recreation Specialist	18.04
28630	- Sports Official	11.59
28690	- Swimming Pool Operator	18.21
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	23.13
29020	- Hatch Tender	23.13
29030	- Line Handler	23.13
29041	- Stevedore I	21.31
29042	- Stevedore II	24.24
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56

30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.19
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.



Bidder/Offeree Certifications *(RFP Section*

L.3.3.3/Attachment J.2)

**OFFICE OF CONTRACTS
BIDDER/OFFEROR CERTIFICATION FORM**

COMPLETION			
The person(s) completing this form must be knowledgeable about the bidder's/offeree's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeree's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains four (4) sections. Section I concerns the bidder's/offeree's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeree's signature.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeree's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeree's business. Part 4 concerns the bidder's/offeree's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeree's financial and organizational status. Part 7 requires the bidder/offeree to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name: Myers and Stauffer, LC		Solicitation #: CFOPD-15-R-033	
Address of the Principal Place of Business: 400 Redland Court, Ste. 300 Owings Mills, MD 21117		Telephone # and ext.: 410-581-4547	Fax #: 410-356-0188
Email Address: MHilton@MSLC.com		Website: www.mslc.com	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive). N/A			
Type:	Name:	EIN:	Status:
NA			
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
☐ Corporation (including PC)		Date of Incorporation:	
☐ Joint Venture		Date of Organization:	
☒ Limited Liability Company (LLC or PLLC)		Date of Organization: 02/08/1995	
☐ Nonprofit Organization		Date of Organization:	
☐ Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
☐ Sole Proprietor		How many years in business?:	
☐ Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeree's business formed or incorporated in the District of Columbia?		☐ Yes ☒ No ☐ Other	
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeree's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District of Columbia, or provide an explanation if the documents are not available.			



BIDDER CERTIFICATIONS

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State of <u>Kansas</u>	Country <u>United States</u>
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeree is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeree is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either: <i>We have included a copy of our Certificate of Registration with our proposal.</i>	
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award, or	
(b) Explain its exemption from the requirement.	
PART 2: INDIVIDUAL RESPONSIBILITY	
<i>Additional Instructions for Section 1, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>	
<i>Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeree with any government entity:</i>	
2.1 Been sanctioned relative to any business or professional permit or license?	☐ Yes ☒ No ☐ Other
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☒ No ☐ Other
2.3 Been proposed for suspension or debarment?	☐ Yes ☒ No ☐ Other
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☒ No ☐ Other
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	☐ Yes ☒ No ☐ Other
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	☐ Yes ☒ No
Please provide an explanation for each "Yes" or "Other" in Part 2. For each "Other", include an explanation that provides the basis for not definitively responding "Yes" or "No".	
PART 3: BUSINESS RESPONSIBILITY	
<i>Within the past five (5) years, has the bidder/offeree:</i>	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☒ No ☐ Other
3.2 Been proposed for suspension or debarment?	☐ Yes ☒ No ☐ Other
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☒ No ☐ Other
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	☐ Yes ☒ No ☐ Other
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified on any government permit or license?	☐ Yes ☒ No ☐ Other
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	☐ Yes ☒ No ☐ Other
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☒ No ☐ Other
3.8 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	☐ Yes ☒ No ☐ Other
Please provide an explanation for each "Yes" or "Other" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
<i>Within the past five (5) years, has the bidder/offeree:</i>	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ☒ No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeree's District of Columbia Office of Tax and Revenue Tax Certification Affidavit. See Attachment J.4 of our proposal submission.	

**PART 5: LEGAL PROCEEDINGS***Within the past five (5) years, has the bidder/offeree:*

5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?

☐ Yes ☒ No

If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).

5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?

☐ Yes ☒ No

5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?

☐ Yes ☒ No

Please provide an explanation for each "Yes" in Part 5.

PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION

6.1 Within the past five (5) years, has the bidder/offeree received any formal unsatisfactory performance assessment(s) from any government entity on any contract?

☐ Yes ☒ No

If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.2 Within the past five (5) years, has the bidder/offeree had any liquidated damages assessed over \$25,000?

☐ Yes ☒ No

If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).

6.3 Within the last seven (7) years, has the bidder/offeree initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes ☒ No

If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".

6.4 During the past three (3) years, has the bidder/offeree failed to file or pay any tax returns required by federal, state, District of Columbia or local laws?

☐ Yes ☒ No

If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeree failed to file pay and the current status of the tax liability.

6.5 During the past three (3) years, has the bidder/offeree failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?

☐ Yes ☒ No

If "Yes" to Subpart 6.5, provide the years the bidder/offeree failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.6 During the past three (3) years, has the bidder/offeree complied with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?

☐ Yes ☒ No

If "Yes" to Subpart 6.6, provide the years the bidder/offeree failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.7 Indicate whether any outstanding debt is owed to the federal or District of Columbia government.

☐ Yes ☒ No

If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.8 During the past three (3) years, has the bidder/offeree been audited by any government entity?

☐ Yes ☒ No

(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeree identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?

☐ Yes ☒ No

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: RESPONSE UPDATE REQUIREMENT



7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeree shall update any response provided in Section I of this form during the term of this contract:	
(a) Within sixty (60) days of a material change to a response; and	
(b) Prior to the exercise of an option year contract.	
PART 8: FREEDOM OF INFORMATION ACT (FOIA)	
8.1 Indicate whether any information provided in response to a question in Section I is believed to be exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (A determination of whether such information is, in fact, exempt from FOIA will be made at the time of any request for disclosure under FOIA.)	☐ Yes ☒ No
SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS	
<i>Instructions for Section II: Section II contains three (3) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeree's pricing. Part 3 relates to equal employment opportunity requirements.</i>	
PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT	
<i>By checking the applicable line, the bidder/offeree certifies that:</i>	
☒ 1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.	
____ 1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)	
(a) _____	
(b) _____	
PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS	
<i>By checking the applicable line, the bidder/offeree certifies that:</i>	
☒ 2.1 Each signature of the bidder/offeree is considered to be a certification by the signatory that:	
(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeree or competitor related to:	
(i) Those prices;	
(ii) The intention to submit a bid/proposal; or	
(iii) The methods or factors used to calculate the prices in the contract.	
(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeree, directly or indirectly, to any other bidder/offeree or competitor before bid/proposal opening unless otherwise required by law; and	
(c) No attempt has been made or will be made by the bidder/offeree to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.	
☒ 2.2 Each signature on the bid/proposal is considered to be a certification by the signatory that the signatory:	
(a) Is the person in the bidder's/offeree's organization responsible for determining the prices being offered in the contract;	
(b) Has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or	
(c) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:	
_____ Mark K. Hilton, Member <i>[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeree's organization]</i>	
(i) As an authorized agent, certifies that the principal named in subparagraph 2.2(c) above has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and	
(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.	
☒ 2.3 If the bidder/offeree deletes or modifies subparagraph 2.1(b) above, the bidder/offeree must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.	
PART 3: EQUAL OPPORTUNITY OBLIGATIONS	
☒ 3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing under this contract.	
SECTION III. BUY AMERICAN ACT CERTIFICATION	



BIDDER CERTIFICATIONS

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Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

PART I: BUY AMERICAN ACT COMPLIANCE

By checking the applicable line, the bidder/offeree certifies that:

☒ 1.1 Each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.

NA EXCLUDED END PRODUCTS

NA COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

Instruction for Section IV: This section must be completed by all bidder/offerees.

I, [Mark K. Hilton], as the person authorized to sign this bid/proposal, hereby certify that the information provided in this form is true and accurate.

Name: Mark K. Hilton

Mark K. Hilton

Telephone #: 410-581-4547

Fax #: 410-356-0188

Title: Member

Email Address: MHilton@MSLC.com

The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.



**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.