

AWARD/CONTRACT		1. Solicitation Number	Page of Pages 1 49+ attachments				
2. Contract Number CFOPD-15-C-008		3. Effective Date See 20C	4. Requisition/Purchase Request/Project No.				
5. Issued By Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite 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) LexisNexis Risk Solutions FI Inc 6601 Park of Commerce Blvd. Boca Raton, FL 33487 Attn: Alison Kramer, Esq. Client Executive p (410) 747-9692 Alison.Kramer@lexisnexis.com		8. Delivery <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> 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 Office of Tax and Revenue Suite 650 West 1101 4th Street, SW Washington, DC 20024 202-442-6808		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	See Section B.1 Pricing		15F. Amount			
1	Lexis Nexis Tax Refund Investigative Solution	\$360,000		\$360,000.00			
Total Amount of Contract				\$360,000.00			
16. Table of Contents							
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					M	Evaluation factors for award	
Contracting Officer will Complete Item 17 or 18 as Applicable							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> pdf copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) <i>Haywood Talcove CEO</i>				20A. Name of Contracting Officer Anthony Stover			
19B. Name of Contractor <i>Hoy</i>		19C. Date Signed <i>5/8/2015</i>		20B. District of Columbia		20C. Date Signed <i>5-15-15</i>	
<i>[Signature]</i> (Signature of person authorized to sign)				<i>[Signature]</i> (Signature of Contracting Officer)			

**SECTION B
PRICE SCHEDULE**

B.1 GENERAL INFORMATION

B.1.1 The District of Columbia Office of the Chief Financial Officer, Office of Tax and Revenue (OTR), is contracting for LexisNexis Tax Refund Investigative Solution.

B.2 CONTRACT TYPE

B.2.1 The District awards a requirements contract type based on a firm, fixed unit prices.

B.3 PRICING SCHEDULE

B.3.1 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantity reflects the best estimates available. The District does not guarantee that the Contractor will receive the estimated quantity. 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 quantity 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.3.2 The stated fixed Unit Price for each Contract Line Item Number (CLIN) shall be an all-inclusive price of all of the Contractor's direct cost, indirect cost, and profit; including travel, material, and delivery costs. The price shall include all cost associated with the services described in and required by the Contract. The Total Price/Extended Price shall represent the price ceiling, fixed fee, or not to exceed amount of the Contract.

B.3.3 The Unit Price for Phase 2 shall be expressed as a contingency fee of the Stopped Refund amount. If a Stopped Refund is subsequently reversed and the refund is paid to the taxpayer, any associated fee to the Contractor will be credited against the next month's payment to the Contractor. The reversal of the refund decision and subsequent credit will all occur within the same contract year, i.e. base year includes July 1, 2015 to June 30, 2016.

B.3.4 Contract amounts (total paid to the Contractor) for Phase 2 shall not exceed \$980,000. The Contractor shall perform Contract services beyond the not-to-exceed amount with no further compensation.

B.3.5 Base Period

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
001	Phase 1	12 months	\$30,000 per month	\$360,000

B.3.6 Option Period 1

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
101	Phase 2	\$3,920,000 Stopped Refunds	25% per Stopped Refund	\$980,000

B.3.7 Option Period 2

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
201	Phase 2	\$3,920,000 Stopped Refunds	25% per Stopped Refund	\$980,000

B.3.8 Option Period 3

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
301	Phase 2	\$3,920,000 Stopped Refunds	25% per Stopped Refund	\$980,000

B.3.9 Option Period 4

CLIN	Item Description	Estimated Quantity (A)	Unit Price (B)	Extended Total (A x B)
401	Phase 2	\$3,920,000 Stopped Refunds	25% per Stopped Refund	\$980,000

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 The District of Columbia Office of the Chief Financial Officer, Office of Tax and Revenue (OTR), is contracting for the LexisNexis Tax Refund Investigative Solution.

C.2 BACKGROUND

C.2.1 Annually, the Office of Tax and Revenue processes approximately 350,000 personal income tax returns and issues more than \$280 million in refunds. OTR's effective administration of the personal income tax requires OTR to accurately process returns in a timely fashion and to protect the District from the negative impacts of fraudulent refund claims. OTR currently uses a rules-based set of fraud filters which is updated annually and on an as needed basis. The existing program has been operational for six years and was instrumental in allowing OTR to detect and prevent millions in fraudulent refunds during the 2009 - 2014 filing seasons.

C.2.2 OTR's objective is to enhance its ability to detect fraud in the short term by interfacing with OTR's existing fraud filters, the Integrated Tax System, and potentially migrating these efforts to the new Modernized Integrated Tax System (MITS).

C.2.3 OTR's has a minimum need to utilize the Tax Fraud Investigative Solution delivered by LexisNexis that includes Systems and Methods for Detecting Tax Refund Fraud patented by LexisNexis (United States Patent No. 8,682,755/US Serial No. 13/541,157, published as US 2014-0012716 A1). Tax Fraud Investigative Solution targets the detection of fraud associated with Income Tax Refund Claims; delivers a payee identity fraud prevention tool to reduce fraud, waste and abuse in the OTR tax system; and screens and verifies refund requests and prevents the issuance of checks for fraudulent claims.

C.3 DEFINITIONS

For the purposes of this Contract, the terms listed below shall have the following meanings:

- (a) **"Agency" or "Department"** means the District of Columbia Office of Tax and Revenue.
- (b) **"Covered Tax Year(s)"** means the calendar year(s) that would be included in any Contract Period regardless of the date of submission of a tax return with respect thereto. For example, if a refund request is submitted in 2014 related to taxes paid in 2012, the Covered Tax Year for that request would be 2014.
- (c) **"LN TRIS" or "TRIS"** means the LexisNexis Tax Refund Investigative Solution.
- (d) **"Flagged Identity"** means an identity which LN TRIS designates to be submitted to KBAQ or to be stopped as a result of analysis.

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- (e) **“KBAQ” or “Knowledge-based Authentication Quiz”** means an XML-based tool for authentication of an individual’s identity by asking them personally identifying questions generated from Contractor’s public record and non-credit data and is provided and maintained by the Contractor.
- (f) **“Maximum Covered Services”** means (i) evaluation of up to five hundred thousand (500,000) tax refund requests by LN TRIS, and (ii) subjecting up to forty-five thousand (45,000) identities to the KBAQ.
- (g) **“Released Refund”** means a refund to a Flagged Identity which was paid by the Agency.
- (h) **“Stopped Refund”** means a refund request filed by an individual which OTR sends to LexisNexis (LN) and LN identifies as a Flagged Identity, the corresponding refund for which is not released for payment by OTR within ninety calendar (90) days after the date upon which LN identified such refund request as a Flagged Identity to OTR for review. The ninety (90) day period commences on the first business day after the Flagged Identities are delivered to the OTR and includes any investigation and appeal time period.
- (i) **“TRIS Application or TRIS App”** The TRIS App has two basic uses: financial and investigative. The financial use involves seeing how the solution is performing to-date by showing what portion of inputs are flagged for the KBAQ, what the status is of the KBAQ flagged population, and the total impacted dollar amount is. The investigative use involves analyzing and querying outputs with the TRIS App tools to discern suspicious patterns in the TRIS flagging, KBAQ status, or both, in addition to the various risk indicators appended to TRIS input during the TRIS process. All of these functions are available via the same web-based TRIS App which will exist for the District.

C.4 REQUIREMENTS

- C.4.1 The Contractor shall provide the Agency with the LexisNexis Tax Refund Investigative Solution (LN TRIS) services which shall be used to evaluate each individual taxpayer refund request and identify as Flagged Identities those tax refund requests in which LN TRIS finds a problem with the taxpayer identity and therefore demonstrates the potential to be fraudulent or improper. The LN TRIS services shall be provided in accordance with the terms of this Contract and the Attachment J.9, Application and Agreement.
- C.4.2 The Contractor shall complete an Attachment J.7, Confidentiality and Non-Disclosure Affidavit prior to commencement of services. Nothing contained therein shall be construed as requiring the disclosure of confidential, privileged, or proprietary information.
- C.4.3 The Contractor shall provide the Agency with the LN TRIS services in two phases. **Phase 1** will consist of Steps 1 through 7 in C.4.4. **Phase 2** will consist of all of the Steps in C.4.4. Phase 2 will begin upon exercise of the Option Period.
- C.4.4 The following are the LN TRIS services required steps:

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1. OTR will provide the Contractor the taxpayer identity and return information as listed in Attachment J.4, Batch Input Requirements of this Contract pursuant to an agreed upon confidentiality and security protocol. OTR will send all tax refund requests to the Contractor, subject to the Maximum Covered Services.
2. The Contractor shall process OTR provided information through its LN TRIS product.
3. The Contractor shall return to OTR a list of Flagged Identities.
4. The Contractor shall provide a LN Analyst to provide support and assistance to the District to investigate TRIS outputs.
5. The Contactor shall populate TRIS App analytics with TRIS outputs.
6. The Agency, in consultation with the Contractor, will identify fraud and fraud scheme patterns.
7. The Agency will laminate these patterns in the TRIS App analytics and apply the output ensuring that on all future refunds fitting those patterns are automatically flagged.
8. The Agency will be responsible for Stopped Refunds during Phase 1.
9. For Phase 2, the Agency will a) timely contact the Flagged Identities using the return address in the tax return and b) direct the individual to take the KBAQ to verify their identity within 30 calendar days after such notification or their refund will be denied.
10. The ninety (90) day refund determination period commences on the first business day after the Flagged Identities are delivered to the Agency.
11. A refund of a Flagged Identity will only be released, under three conditions:
 - i. the taxpayer passes the KBAQ;
 - ii. the taxpayer fails to pass the KBAQ but after taking the KBAQ the taxpayer provides different and/or additional documentation or other adequate evidence to authenticate his or her identity; or
 - iii. the taxpayer's identity is authenticated through other means, although no more than 10% of the total refunds maybe authenticated through other means.
12. The Agency will not authenticate more than 10% of the total Flagged Identities pursuant to Section 11 (iii) through means, other than those listed in Sections 11 (i) and (ii) above, during each year of the Contract term; Base Year and Option Year, if exercised.
13. The Contractor shall provide the KBAQ results of Flagged Identities to the Agency within 24 hours of taxpayer attempting the KBAQ quiz. The results of the KBAQ, shall

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determine whether such refund request will be classified as either a Released Refund or a Stopped Refund.

14. The Agency will provide the Contractor with timely access to appropriate District personnel as deemed necessary for proper facilitation and operation of the LN TRIS.
- C.4.5 The Agency will provide a designated technical implementation staff contact for integration of the LN TRIS to the Agency's current fraud filters and Integrated Tax System.
- C.4.6 The Agency will provide the Contractor with current refund request processing workflow.
- C.4.7 The Agency will provide and the Contractor shall accommodate necessary firewall access to allow for batch file transfers, system to system web service calls, and automated reporting to be exchanged.
- C.4.8 The Contracting Officer's Technical Representative (COTR) will lead the Agency's efforts and serve as point of contact for the Contractor for timely responses to any and all requests.
- C.4.9 The Agency will make appropriate District staff available to the Contractor as well as provide space accommodations for the Contractor to conduct onsite meeting through the entire implementation period and as needed until the LN TRIS Go Live. Go Live will be determined when the LN TRIS is working in conformance with the Contract and product information.

C.5. REPORTS

- C.5.1 The Contractor shall provide the Agency performance reports at least once per week. The reports shall be on, or in a similar format that contains the same information as, Attachment J.5, TRIS Aging Report and Attachment J.6, TRIS Summary Report.
- C.5.2 The Contractor shall provide no fewer than bi-weekly (once every two weeks) project management status reports which shall include overall project status, recent progress, risks/mitigations, and any open items.
- C.5.3 **Accurint:** The Contractor shall provide eight seats of LN's Accurint subscription for no charge during the Base Period and Option Periods, if exercised. In the event the Agency does not exercise the Option Periods or otherwise terminates the Contract, the Agency's right to use the eight seats of LN's Accurint will terminate concurrently with the Contract.

C.6 CALL CENTER SERVICES

- C.6.1 The Contractor or the Contractor's approved subcontractor shall provide secured call center services for the purposes of allowing customers to call in to complete the KBAQ. The Contractor shall ensure that the call center personnel do not have access to any of the Agency's information, except for the individual's Unique Agency ID.
- C.6.2 The Contractor shall develop scripts and other criteria in responding to customer service phone calls related to the KBAQ. The Contractor shall provide OTR the script language for approval prior to use.

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

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

D.2 MARKING

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.

Any failure to comply with these instructions will place the material at the Contractor's risk.

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 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. The District's right to inspect and test Contractor's services shall be subject to Attachment J.9, Application and Agreement. Such access shall be limited to those services and records related to the services provided to the District under this Contract. No documents shall be allowed to be removed from Contractor's premises.
- (c) 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.2 ACCEPTANCE

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

E.3 WARRANTY OF SERVICES

- E.3.1 The time period for this warranty provision is the life of the contract plus all active options and extensions.
- E.3.2 The Warranty Provisions of Attachment J.9, Application and Agreement shall be in full force and effect under this Contract.

SECTION F
DELIVERABLES / PERFORMANCE

F.1 CONTRACT PERIOD

The term of the contract shall be as follows:

- F.1.1. Base Period.** The Base Period, to commence Phase 1, shall begin on July 1, 2015 and end on June 30, 2016 or upon written notice of completion from the District, whichever is earliest.
- F.1.2. Options to extend.** The District may extend the term of this Contract, to commence Phase 2, for up to four (4), one-year option periods. The District may exercise an option by written notice to the Contractor before expiration of the contract.

F.2 DELIVERABLES

All deliverables shall be submitted in accordance with the statement of work in Section C.

SECTION G

CONTRACT ADMINISTRATION DA

G.1 CONTRACT ADMINISTRATION

(a) Contracting Officer

The Contracting Officer for this contract is:

Anthony A. Stover, CPPO
Contracting Officer
DC Office of the Chief Financial Officer
Office of Contracts
1100 4th Street, SW, Suite 610 East
Washington, DC 20024
Telephone: 202-442-7122
Fax: 202-442-6454
Email: anthony.stover@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:

Glen Groff
Director of Operations
Office of Tax and Revenue
Government of the District of Columbia
1101 4th Street, SW,
Washington, DC 20024
Office: 202-442-6499
E-mail: Glenn.Groff@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. The District's right to audit Contractor and its records shall be subject to Attachment J.9, Application and Agreement. Such access shall be limited to those records related to the audit of invoices and related records provided to the District under this Contract. No documents shall be allowed to be removed from Contractor's premises.

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

G.3.1.1 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

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 shall 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.

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 applicable provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder, including any work conducted by a subcontractor.

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

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

- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
- (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

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

H.3.2

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

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

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

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

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

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

H.3.7 A Beneficiary shall submit within 15 days of contract award, to the Contracting Officer, project manager, District of Columbia Auditor and the Director of the Department of Small and Local Business Development copies of the executed contracts with the subcontracts identified in the

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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.
- (b) 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. 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:

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

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

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

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

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

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

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

H.3.16 Notice of Approved Waiver

A waiver has been approved by the Director of the Department of Small and Local Business Development for the base period of the resultant contract. Therefore, Section H.3.3, requirement to submit a subcontracting plan as part of a Beneficiary's bid or proposal, **IS NOT** applicable. However, the certified business enterprise subcontracting requirements of Section H.3 **IS** applicable to option periods, if exercised, for Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, unless a waiver for said option period has been approved in advance by the Director of the Department of Small and Local Business Development.

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 LN TRIS services used in its performance of the Contract shall be performed in a high quality, professional and competent manner using only qualified personnel.
- H.4.6 The Contractor further represents and warrants that all LN TRIS services, materials and data delivered by Contractor under this Contract are provided “AS IS, AS AVAILABLE” pursuant to Attachment J.9, Application and Agreement.

H.5 Disclosure of Litigation

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

H.6 CONTINUITY OF SERVICES

The Contractor recognizes that the services provided under this contract are vital to the District of Columbia. 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.

H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS

The District may initiate investigations into the backgrounds of any of the Contractor’s officers, employees, only in accordance with the Contract Audit and Record access provisions provided in Section I.34. 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. The

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Contractor is required to maintain and grant access to in accordance with the Contract Audit and Record access provisions provided in Section I.34.

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") in the manner and only up to the limits as set forth in Attachment J.9, Application and Agreement.

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.

To the extent permitted by applicable state or federal law, District hereby agrees to protect, indemnify, defend, and hold harmless the Contractor in accordance with Attachment J.9, Application and Agreement..

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;
- (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.
- (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.

1.8 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.

1.9 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 thirty (30) 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 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 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 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. 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 and Contractor 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.
- H. Contractor Termination for Cause: Subject to the provisions of paragraph C above, by written notice of default to the District, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the District fails to perform any of the provisions of this contract, and does not cure such failure within a period of thirty (30) days (or such longer period as the Contractor may agree to in writing) after receipt of notice from the Contractor specifying such breach.

I.10 TERMINATION FOR CONVENIENCE

- A. The District may, at any time, on thirty (30) days prior written notice, 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; (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 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 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 written notice of the amount finally determined to be 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. The District's right to inspect and investigate Contractor and its records shall be subject to Attachment J., Mutual Nondisclosure Agreement and Attachment J.9, Application and Agreement. Such access shall be limited to those records related to the services provided to the District under this contract. No documents shall be allowed to be removed from Contractor's premises.

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. 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 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 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 and any Contractor Proprietary Information under the awarded contract. The parties shall continue to be bound by the terms of Attachment J.8, Mutual Nondisclosure Agreement.

I.17 GOVERNMENT PROPERTY

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

I.18 RESERVED

I.19 PATENTS

The Contractor shall hold and save the District, its officers, agents, servants and employees harmless from liability for any issued United States patents used in the performance of this contract, in the manner set forth in the Contractor's terms and conditions set forth in Attachment J.9, Application and Agreement.

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.

1.23 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.

1.24 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.

1.25 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;
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.

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 and shall be bound by the terms of Attachment J.8, Mutual Nondisclosure Agreement.

I.30 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Office giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the

insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required

Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer identified in Section G of this Contract.
- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

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

- L.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.
- L.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;
 - 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 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. The District's right to inspect and investigate Contractor and its records

shall be subject to Attachment J.9, Application and Agreement. Such access shall be limited to those records related to the services provided to the District under this contract. No documents shall be allowed to be removed from Contractor's premises.

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-re-determinable 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.34.8 On-site audits by the District will be conducted at the District's expense upon thirty (30) days advance written notice and at a mutually agreed upon day and time.

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 construed in accordance with and governed by the laws of the District of Columbia.

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

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 14, Dated July 25, 2014
J.2	Bidder/ Offeror Certifications
J.3	Doing Business with Integrity
J.4	Batch Input Requirements
J.5	TRIS Aging Report
J.6	TRIS Summary Report
J.7	Confidentiality and Non-Disclosure Affidavit
J.8	Mutual Nondisclosure Agreement
J.9	Application and Agreement
J.10	Access to Limited Access DMF Data

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 AUTHORIZED OFFICERS

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

Alison Kramer - Client Executive 410-747-9692
JAMES W. BRALL - General Counsel 202-378-1014

K.2 PENDING LEGAL CLAIMS AGAINST THE DISTRICT

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

None

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

Ray S. Tice
Signature

5/8/2015
Date

CEO
Title

K.3 TERMS AND CONDITIONS CERTIFICATION

The Contractor hereby certifies that it has read, understands, acknowledges and agrees to comply with the terms and conditions as set forth in this solicitation/contract/resultant contract as modified and agreed to by the District.

Ray S. Tice
Signature

5/8/2015
Date

CEO
Title

Attachment J.1

WD 05-2103 (Rev.-14) was first posted on www.wdol.gov on 08/05/2014

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage 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		26.29
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	(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, drying, 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 link 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.

Attachment J.2

OFFICE OF CONTRACTS BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the bidder's/offeror'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/offeror's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains four (4) sections. Section I concerns the bidder's/offeror'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/offeror'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/offeror'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/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror 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: LexisNexis Risk Solutions FL Inc.		Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code) 1000 Alderman Drive, Alpharetta, GA 30005		Telephone # and ext. 410-747-9692	Fax #: 866-960-4770
Email Address: Alison.Kramer@lexisnexis.com		Website: www.lexisnexis.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).			
Type:	Name:	EIN:	Status:
Former Name	LexisNexis Risk & Information Analytics Group Inc.	Same (41-1815880)	Inactive
1.1 Business Type (Please check the appropriate box and provide additional information if necessary):			
<input checked="" type="checkbox"/> Corporation (including PC)		Date of Incorporation:	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror'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.			
State <u>Minnesota</u>		Country <u>USA</u>	

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:
 (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

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).

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/offeror with any government entity:

2.1 Been sanctioned relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
2.6 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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

Within the past five (5) years, has the bidder/offeror:

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.5 Been disqualified on any government permit or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.8 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other

Please provide an explanation for each "Yes" or "Other" in Part 3.

PART 4: CERTIFICATES AND LICENSES

Within the past five (5) years, has the bidder/offeror:

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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Please provide an explanation for "Yes" in Subpart 4.1.

4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.

PART 5: LEGAL PROCEEDINGS

Within the past five (5) years, has the bidder/offeror:

5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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

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/offeror's pricing. Part 3 relates to equal employment opportunity requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

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

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

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

2.1 Each signature of the bidder/offeror 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/offeror 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/offeror, directly or indirectly, to any other bidder/offeror 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/offeror 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 individual listed below

- (a) is the person in the bidder's/offeror'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:

Jamie Mueller, Sr. Pricing Analyst

[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/offeror's organization]

(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/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror 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

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 1: BUY AMERICAN ACT COMPLIANCE

By checking the applicable line, the bidder/offeror 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.


_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

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

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

Name: Micah Asch 	Telephone #: 937-247-3173	Fax #: 937-247-3504
Title: Proposal Manager	Email Address: RFPRisk@lexisnexis.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.

ATTACHMENT J.4

Batch Input Requirements

**** This is for INDIVIDUALS only; no businesses should be submitted****

Field	Field Name	Description
1	Unique Client ID (Required)	Provided by OTR as a key for appending matches; will not be used for searching and will be provided on output. <i>*This Unique Client ID must be carried through the entire TRIS process by customer</i>
2	Social Security Number (Required)	9-digit SSN of subject
3	Last Name (Required)	Last name of subject
4	First Name (Required)	First name of subject
5	Middle Name	Middle name or initial of subject
6	Street Address 1 (Required)	Including house number, directional(s), and possibly suite/apt numbers
7	Street Address 2 (Required if Applicable)	Will allow users to map secondary field when items such as suite/apt numbers are in a different field
8	City (Required)	City of subject address
9	State (Required)	State of subject address
10	Zip (Required)	Zip of subject address
11	Date of Birth (Recommended)	DOB of subject
12	Refund Amount (Required)	Refund request dollar amount

Input File Format

-Input files to be in a delimited (preferably pipe delimited) flat text file format

-Regarding input data cleanliness, for successful processing:

-All invalid characters are removed from the First Name and Last Name fields

-Any 'Trusts' or 'In care of...' records are removed and/or handled in a different manner

-Input data will be reviewed to ensure that it follows basic standards for LexisNexis batch processing.

This will include the following checks:

-The number of input fields expected matches actual number of fields sent

-The data content in each field is consistent with the expectations for that field (numbers in the SSN field, for example)

-The expected fields are present and in the same order as outlined above

-Files that do not meet the validation requirements may not be processed.

Attachment J.6

TRIS Summary Report						
		Count	\$	% (Count)	% (\$)	Definition
TRIS Batch Screening Results						
1	Refunds sent from DOR to LexisNexis					Total refunds sent to LexisNexis
2	Refunds not yet processed by LexisNexis			#DIV/0!	#DIV/0!	Total refunds that have been sent to LN, not returned to or processed by DOR at time of report.
3	Refunds processed and received by DOR			#DIV/0!	#DIV/0!	Total refunds processed by LexisNexis as delivered and processed by DOR. (Should = #1 - #2)
4	Output File #1 (Review)			#DIV/0!	#DIV/0!	Refunds falling into LN output File #1
5	Output File #2 (Fail)			#DIV/0!	#DIV/0!	Refunds falling into LN output File #2
6	Output File #3 (Pass)			#DIV/0!	#DIV/0!	Refunds falling into LN output File #3
Quiz Authentication Results						
7	Refunds transferred to quiz			#DIV/0!	#DIV/0!	All Output File #2 refunds flagged by LexisNexis that are required to take quiz authentication. (should = #5)
8	ATTEMPTED quiz			#DIV/0!	#DIV/0!	Total unique filers that have attempted quiz, regardless of outcome
9	PASSED quiz			#DIV/0!	#DIV/0!	Total unique filers that have attempted quiz and have a 'PASS' status. (should = #8 - #10)
10	NOT PASSED quiz			#DIV/0!	#DIV/0!	Total unique filers that have attempted quiz and have 'NOT PASS' status (fail, not out, error) (should = #8 - #9)
11	NOT ATTEMPTED quiz			#DIV/0!	#DIV/0!	Total unique taxpayers that have not attempted the quiz. (should = #7 - #8)
DOR Research Results						
12	Not Pass Quiz: UPHELD; refund reversed			#DIV/0!	#DIV/0!	Total filers that attempt quiz, don't pass, and proactively contacts the DOR with sufficient proof for release
13	Not Pass Quiz: OVERTURNED by DOR; refund released			#DIV/0!	#DIV/0!	Total filers that attempt quiz, don't pass, and proactively contacts DOR with insufficient proof for release
14	Not Pass Quiz: OPEN investigations			#DIV/0!	#DIV/0!	Total filers that attempt quiz, don't pass, and proactively contacts DOR, no determination
16	'Review' Batch Output File #1: UPHELD; refund reversed			#DIV/0!	#DIV/0!	Total flagged by batch for review, investigated by DOR and found to be fraudulent
17	'Review' Batch Output File #1: OVERTURNED; refund released			#DIV/0!	#DIV/0!	Total flagged by batch for review, investigated by DOR and found not to be fraudulent
18	'Review' Batch Output File #1: OPEN			#DIV/0!	#DIV/0!	Total flagged by batch for review and no determination. (Should = #4 - #16 - #17)
Stopped Refunds						
19	Total Refunds HELD			#DIV/0!	#DIV/0!	Total refunds that have been flagged by batch, and not released; have not attempted quiz, attempted but did not pass quiz, not overturned by DOR. Inclusive of the expired refunds. (Should = #4 + #5 + #9 + #11 + #12)
20	Total Refunds EXPIRED			#DIV/0!	#DIV/0!	Total held refunds that have met or surpassed the expiration threshold
21	Expired Refunds REPOSTED			#DIV/0!	#DIV/0!	Total refunds that were proactively claimed by filer after expiration of refund
22	Total Refunds Stopped			#DIV/0!	#DIV/0!	Total reversed/expired returns that have not been claimed. (Should = 20 - 21)

ATTACHMENT J.7

Confidentiality and Non-Disclosure Affidavit

This Confidentiality and Non-Disclosure Affidavit ("Affidavit") is entered into by Lexis Nexis Risk Solutions FL Inc. ("Contractor").

1. The Contractor and the Office of Chief Financial Officer of the District of Columbia ("OCFO") have entered into contract CFOPD-15-C-008 as amended (the "Contract").
2. In performing these activities, Contractor understands that all information provided to it by the Office of Tax and Revenue ("OTR") or any other department within the OCFO is confidential (1) which are District tax returns or return information (2) which is identified as confidential at the time of disclosure or (3) which is such that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential, with the exception of information that is shown to have been:
 - (a) Rightfully in the possession of Contractor prior to the date of disclosure of such information to Contractor, as evidenced by written documents; or
 - (b) In the public domain prior to the date of disclosure to Contractor; or
 - (c) Supplied to Contractor by a third party who is under no obligation to the OCFO to maintain such information in confidence; or
 - (d) Developed by or for Contractor independently of the disclosure made under this Affidavit.
3. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
4. In order to safeguard District and Federal confidential information from unauthorized disclosure by Contractor in performance of its tasks under the Contract, Contractor agrees to comply with and assume responsibility for compliance by its employees of the following requirements:
 - (a) All work will be done under the supervision of Contractor or Contractor employees.
 - (b) Any such confidential information made available in any format shall be used only for the purpose of carrying out the provisions of the Contract.

- (c) Such confidential information will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract or as may be required by law, regulation or legal process. Thus, Contractor shall limit disclosure of such information within its own organization to only its partners, directors, officers, principals, or employees having a need to know, or partners, directors, officers, principals, or employees of affiliated entities or subcontractors having a need to know. Any personal or tax information protected by law from disclosure inadvertently given to Contractor by the OCFO or OTR is protected tax information and is not to be disclosed under the confidentiality provisions of sections 820.01(d)(1) and (3), 821(d)(2), 1805.04, 2018, 2210, 3719, 4406 of the Title 47 of the D.C. Official Code, sections 508.1 and 608.1 of the District of Columbia Municipal Regulations, and I.R.C. § 6103.
- (d) Disclosure to anyone other than such directors, officers, or employees of Contractor, its affiliated entities or its subcontractors or other than an OCFO official involved in review and evaluation of the functions of the OCFO or OTR, is prohibited.
- (e) All such confidential information will be accounted for upon receipt and properly stored before, during, and after processing.
- (f) In addition, all related output will be given the same level of protection as required for the source tax information material. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. No work involving returns and return information furnished under the Contract will be subcontracted without prior written approval of the IRS.
- (g) All computer systems processing, storing and transmitting confidential information must meet or exceed reasonable computer access protection controls. To meet these requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability procedures and documentation. Reasonable security features must be activated to protect against unauthorized use of and access to confidential information.
- (h) In addition, all computer systems receiving, processing, storing or transmitting Federal Tax Information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (i) Contractor agrees that, at the time the work is completed, at the request of the OCFO, any such confidential information processed during the performance

of the Contract will be completely purged from all data storage components of Contractor's computer facilities, and no output will be retained by Contractor; provided, however, Contractor may retain a copy of such information to the extent required by professional standards, Contractor's policies or in connection with computer system backups. If immediate purging of all information storage components is not possible, Contractor certifies that any such information, including any Federal Tax Information, remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

- (j) Contractor will be responsible for the destruction of spoilage or any known intermediate hard copy printouts related to the confidential information, and will provide the OTR or representative designated by the OCFO with a statement containing the date of destruction, description of material destroyed, and the method used. Contractor may retain a copy of such information to the extent required by professional standards or Contractor's policies. However, any Federal Tax Information processed, as described above in this paragraph, will be given to the OCFO or his or her designee. If this is not possible, Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the above-referenced statement to the OCFO or his or her designee.
- (k) Contractor will maintain a list of employees authorized access to such information. Contractor will provide this list to OTR and/or the OCFO and provide OTR and the OCFO with any changes to that list promptly after they occur. Such list will be provided upon request to the IRS reviewing office. No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (l) This Affidavit shall not be construed as creating, conveying, transferring, granting or conferring upon Contractor or any other person any rights, license or authority in or to the information exchanged, except the limited right to use such information for the purposes specified in the Contract.
- (m) No license or conveyance of any intellectual or property rights is granted or implied by this Affidavit or the Contract.
- (n) Neither the OCFO nor its representative agencies has an obligation under this Affidavit to purchase any service, goods, or intangibles from Contractor or any other person.
- (o) Furthermore, Contractor hereby acknowledges and agrees that the exchange of information under the Contract shall not commit or bind the District or its representative agencies and/or employees to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

- (p) No specification in this Affidavit of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach, or threatened breach of this Affidavit.
 - (q) This Affidavit is made under and shall be construed according to the laws of the District. In the event that this Affidavit, is breached, any and all disputes must be settled in a court of competent jurisdiction in the District of Columbia. The parties agree to waive any right to a trial by jury.
 - (r) If any of the provisions of this Affidavit are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Contract as a whole.
 - (s) The OCFO will have the right to void the contract if the contractor fails to provide the safeguards described above.
5. The IRS and the OCFO shall have the right to send its officers and employees into the offices and plants of Contractor for inspection of the facilities and operations provided for the performance of any work under the Contract. On the basis of such inspection, specific measures may be required in cases where Contractor is found to be noncompliant with contract safeguards.

6. CRIMINAL/CIVIL SANCTIONS

- (a) Each officer or employee of any person (including Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (b) Each officer or employee of any person (including Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor

punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

- (c) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (d) Contractor will participate in safeguard awareness training, provided by OTR, prior to accessing and/or handling Federal Tax Information. Contractor hereby certifies that each individual understands the OCFO's security policy and procedures for safeguarding IRS information. Contractor will maintain their authorization to access Federal Tax Information through annual recertification. The initial certification and recertification will be documented and placed in the OCFO's files for review. As part of the certification and at least annually afterwards, Contractors will be advised by the OCFO of the provisions of IRCs 7431, 7213, and 7213A. The training provided by the OCFO before the initial certification and annually thereafter will also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, Contractor will sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

WHEREFORE, Contractor acknowledges that they have read and understand this Affidavit and voluntarily accept the duties and obligations set forth herein.

CONTRACTOR:

By: Haywood Talcove Date: 5/8/2015

Name: Haywood Talcove

Title: CEO



MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("Agreement") is entered into by and between the following parties:

"Company"	"LN"
Full Legal Name Office of Tax and Revenue	LexisNexis Risk Solutions FL Inc.
Street address 1101 4th Street SW	1000 Alderman Drive
City Washington	Alpharetta
State District of Columbia	GA
Zip 20024	30005
State of formation or incorporation DC Government	Minnesota corporation

as of 5/8/2015 (the "Effective Date" of this Agreement).

Preliminary Statement

The parties wish to exchange certain information in the course of discussions regarding a potential or current business relationship between the parties as further described below (the "**Purpose**") which may result in one party (referred to as a "**Receiving Party**") having access to the Proprietary Information (as defined below) of the other party (referred to as a "**Disclosing Party**"). Receiving Party and Disclosing Party shall include any person acting on behalf of either such party as onsite individual contractors, directors, legal and accounting advisors, employees, and Affiliates (a "**Representative**") in connection with the Purpose set forth in this Agreement. For purposes of this Agreement, "**Affiliate**" shall mean a business entity controlling, controlled by or under common control, directly or indirectly, with a specified party to the Agreement. For purposes of this definition only, "**control**" means ownership of more than fifty percent (50%) of the voting stock (on an "as-converted" basis) or other voting ownership interest in an entity. Each party is responsible for any breach of this Agreement by any of its Representatives.

In addition to the foregoing, and in consideration of access to Proprietary Information that the Disclosing Party provides to the Receiving Party and other good and valuable consideration, the parties agree as follows:

1. Information Covered. This Agreement shall apply to all information relating to the Disclosing Party's business, including, without limitation, technical, business, financial, customer and product information, product development plans, forecasts, strategies and related information, computer programs, technical drawings, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets and other information (whether written or oral), to the extent disclosed to the Receiving Party (the "**Proprietary Information**"). For the purposes of this Agreement, the term "**Trade Secret**" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4) and D.C. Code § 36-401(4). Notwithstanding the foregoing, each Disclosing Party acknowledges and agrees that this Agreement shall not apply to Proprietary Information that the Receiving Party can document through competent written evidence: (i) is or (through no improper action or inaction by the Receiving Party or its Representative) becomes generally known to the public; (ii) was in its possession or known by it prior to receipt from the Disclosing Party; (iii) was disclosed to it by a third party and received in good faith and without any duty of confidentiality by the Receiving Party; or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party by Representatives of the Receiving Party who have had no access to such Proprietary Information.

2. The Receiving Party's Obligations. The Receiving Party agrees: (i) to hold the Disclosing Party's Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions that the Receiving Party employs with respect to its own confidential information); (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate the Proprietary Information internally and directly solely in connection with the Purpose; (iv) not to reverse engineer any such Proprietary Information or, except as expressly permitted herein, copy the same; and (v) not to, without the prior written consent of the

Disclosing Party, transmit, directly or indirectly, the Proprietary Information or any portion thereof to any country outside of the United States if the export or re-export of such information is prohibited by U.S. export laws.

The Receiving Party may make disclosures required by court order *provided that* Receiving Party uses all commercially reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order, has notified the Disclosing Party, and has allowed the Disclosing Party to participate in the proceeding. Any Representative to whom the Receiving Party gives access to any such Proprietary Information must have a legitimate "need to know" such Proprietary Information and shall be bound in writing to maintain the confidentiality of, and not to use, the Disclosing Party's Proprietary Information under terms and conditions no less stringent than those set forth in this Agreement.

3. Return of Proprietary Information. Immediately upon a written request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party or destroy all Proprietary Information of the Disclosing Party within the Receiving Party's possession and certify same to the Disclosing Party. Notwithstanding anything to the contrary herein, 1) neither party will be required to delete electronic Proprietary Information stored in back-up/archival storage in accordance with its policies, provided that any such retained Proprietary Information will continue to be subject to the terms of this Agreement until it is destroyed by the Receiving Party; and 2) each party may retain copies of the Proprietary Information to the extent required to comply with applicable legal and regulatory requirements, provided, however, that such Proprietary Information shall remain subject to the terms and conditions herein.

4. No Required Transaction, License, Restriction or Costs. The Receiving Party understands that nothing herein (i) requires the Disclosing Party to proceed with any proposed transaction, relationship or Service Agreement (as defined below) in connection with which Proprietary Information may be disclosed, or (ii) grants any right or license to use or practice any of the Proprietary Information disclosed hereunder, or any Trade Secrets, copyrights, inventions, patents or other intellectual property rights of the Disclosing Party.

Each party further acknowledges that this Agreement and any meetings and communications of the parties relating to the subject matter hereof shall not: (a) constitute a representation, warranty, assurance, guarantee or inducement with respect to the accuracy or completeness of any Proprietary Information or the non-infringement of the rights of third persons, and the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any disclosures by Disclosing Party; or (b) impair or restrict a Receiving Party's right to make, procure or market any products or services, now or in the future, which may be competitive with those offered by the Disclosing Party or which are the subject matter of this Agreement as long as the Proprietary Information from the Disclosing Party is not utilized in any manner to enhance the competitive position in the market place of the Receiving Party. Each party expressly agrees that money expended or expenses or losses incurred by it in preparation for, or as a result of, this Agreement or the parties' meetings or communications shall be borne solely by it without reimbursement of any kind from the other party.

5. Confidentiality of Agreement and Purpose. Except to the extent required by law, neither party shall publicize or disclose the Purpose, the existence or subject matter of the negotiations with respect to the Purpose, without the prior written consent of the other party.

6. Confidentiality Period. This Agreement shall remain in effect throughout the term of Contract No. CFOPD-15-C-008; and any extension thereof. However, the obligations hereunder with respect to any disclosure made within such term will survive and continue for a period of three (3) years after the Agreement terminates or expires, except that the obligations with respect to Proprietary Information constituting a Trade Secret shall survive for so long as such information remains a Trade Secret under applicable law.

7. Remedies. The Receiving Party acknowledges and agrees that, due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief without proof of monetary damages, including without limitation, injunctive relief and specific performance, in addition to whatever remedies it might have at law in connection with any such breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware and shall use its best efforts to prevent any further unauthorized release or breach.

8. Severability. If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

9. Governing Law; Legal Costs. This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia without regard to its conflicts of law provisions. The prevailing party in any action to enforce this Agreement shall be entitled to actual costs and reasonable attorneys' fees.

10. Notices. All notices required or desired to be given hereunder shall be deemed delivered when given by hand delivery, by nationally recognized overnight courier service with tracking capabilities, or by registered or certified mail, return receipt requested, to the addresses set forth in the preamble to this Agreement, or such other addresses of which the parties may notify each other from time to time in accordance with this Section 10, and shall be effective upon receipt.

11. Assignment. Neither this Agreement nor any rights hereunder shall be assignable or otherwise transferable by either party in whole or in part without prior written consent (which consent will not be unreasonably withheld), provided, however, that either party may assign or transfer this Agreement and its rights hereunder to an Affiliate or successor to its assets or business if such assignee agrees in writing to be bound by the terms and conditions hereof. Any assignment to the contrary shall be void.

12. Headings. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

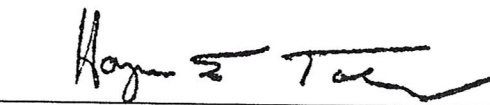
13. Entire Agreement; Waiver; Signature and Delivery. This Agreement and Contract No. CFOPD-15-C-008 supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof; in the event that an agreement between the parties to provide LN products or services to Company ("Service Agreement") exists, whether executed prior to or after this Agreement, this Agreement shall not supersede or modify such Service Agreement and this Agreement shall have no force or effect for services provided under such Service Agreement. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right shall be deemed a waiver of such right. Execution and delivery of this Agreement electronically is hereby deemed valid and effective, and a signed facsimile or electronic copy is hereby deemed an original for all purposes. This Agreement may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original, but all of which shall constitute the same instrument.

Purpose of Discussions: Pursuing a potential ongoing commercial relationship between the parties regarding their products and services.

In witness whereof, the parties have executed this Mutual Nondisclosure Agreement as of the date set forth above.

LexisNexis Risk Solutions FL Inc.


Signature


Signature

By: Anthony A. Storer
Print Name

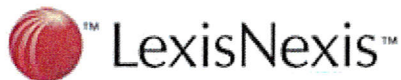
By: Haywood Talcore
Print Name

Title: Contracting Officer

Title: CEO

Date: 5-15-15

Date: 5/8/2015



LN Non-FCRA Application & Agreement Government Agencies & Law Enforcement

LexisNexis Risk Solutions FL Inc. and its Affiliates (collectively or individually "LN") provide various Non-FCRA products and services (the "LN Services"). The information submitted on this Application and Agreement ("Agreement") will be used to determine the Customer's (as defined below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein. "Affiliates" are those affiliates of LexisNexis Risk Solutions FL Inc. that provide LN Services pursuant to this Agreement.

PART 1 - CUSTOMER INFORMATION (This section must be filled out entirely)

SECTION A: AGENCY INFORMATION ("Customer") (P.O. Boxes and Maildrop Addresses Cannot be Used)

Agency Name (Full Legal Name) REQUIRED Office of Tax and Revenue
 Physical Address* 1101 4th Street SW
 City Washington State DC Zip 20024
 Main Agency Phone Number* 202-442-6200 Fax 202-442-6477 Web Address _____

* Physical location where information will be used. Phone number must be Main number/Switchboard number at this location.

If located at the above address less than six (6) months, provide most recent prior address below:

Physical Address _____
 City _____ State _____ Zip _____

IP Address** _____
 IP Address Range** From _____ To _____

** If you do not know your company's IP address(es): Contact your network administration OR log onto <https://www.whatismyip.com>

SECTION B: CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION

Last Name Glen First Name Groff Middle Initial _____
 Title Dir. Ops. Telephone 202-442-6499 Email Address glen.groff@dc.gov
 Admin IP Address _____

* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number _____
2. Full date of birth 10/16/1946
3. Home address 305 Beacon Point Dr., Perryville, Md 21903

ADDITIONAL CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____
 Title _____ Telephone _____ Email Address _____
 Admin IP Address _____

* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number _____
2. Full date of birth _____
3. Home address _____

PART 2 - CREDENTIALING

SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that it is not aware of any current material information technology security risk within the control of Customer which creates a security risk to LexisNexis or its data and that it takes all reasonable steps to ensure compliance with applicable laws and regulations, including, but not limited to those laws and regulations pertaining to appropriate use and safeguarding of consumer information. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

SECTION B: VENDOR REFERENCE RELEASE - Required only for local and municipal agencies.

Please list at least one (1) current Business to Business Vendor Reference. This section is optional, but if it is not completed and LN is not able to complete its credentialing process, LN reserves the right to re-request this information prior to account activation. Such re-request will result in processing delays.

Company Name _____ Contact _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____
 Email _____ Account Number (if applicable) _____

Company Name _____ Contact _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____
 Email _____ Account Number (if applicable) _____

SECTION C: AGENCY INFORMATION (select one)

- Federal Government Federal Law Enforcement State Government State Law Enforcement
 Local/Municipal Government Local/Municipal Law Enforcement
 Other (Specify) _____

SECTION D: PURPOSE OF USE

Describe Tris Solution

SECTION E: ACCESS (select all that apply)

- Server (system to system) Internet/PC Fax Phone
 Other _____

SECTION F: SITE VISIT INFORMATION

A site visit will be required for local and municipal agencies. Site visits may be required for any other Customer. Should a site visit be required, Customer agrees to authorize the site visit, cooperate in the site visit, and to pay the site visit charges as stated in the Schedule(s) A to this Agreement. Site visits are conducted for LN by an approved third-party. Please indicate if the appropriate contact is different than the contact listed in Part 1, Section B.

Site Visit Contact Glen Groff Contact Phone 202-442.6499
Contact Email Glen.groff@DC.gov

PART 3 - BILLING INFORMATION

SECTION A: CREDIT CARD INFORMATION (If you choose to be billed on a credit card, fill out this portion and proceed to Part 3, Section C. If you choose to be billed directly, skip Part 3, Section A and proceed to Part 3, Section B). LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder _____ Name _____
 Statement _____ Address _____ Credit _____ Card _____
 State _____ Zip _____ City _____
 _____ Card Type: _____
 Visa _____ American Express _____ Master _____ Card _____
 Card Number _____ Expiration (MM/YY) _____

If I have elected to be credit card billed, I hereby authorize LN to bill this credit card for the charges incurred for use of LN Services. Additionally, I hereby agree that, if the credit card company refuses to pay LN for such charges incurred, the Customer shall be responsible for the payment of such charges. ***If credit card billing is elected, the below signatory must be the credit card holder.***

Credit Card Billing Signature: _____
 Print Name _____
 Title _____
 Dated _____ (mm/dd/yy)

SECTION B: DIRECT BILLING INFORMATION

By submitting this direct billing application, Customer certifies that the individual whose name appears below is NOT authorized to apply for credit on behalf of the Customer named in this Agreement. Customer certifies that the information provided relating to this billing information is true and complete. Customer hereby grants LN permission to verify the billing information provided herein.

BILLING CONTACT

Last Name _____ First Name _____ Title _____
 Telephone _____ Email Address _____
 Billing Address _____
 City _____ State _____ Zip _____

SECTION C: ADDITIONAL BILLING INFORMATION

Require a P.O. Number on Invoice? No Yes If Yes, provide P.O. Number _____
 Sales Tax Exempt No Yes If Yes, provide proof of exemption.

PART 4 - PERMISSIBLE USE CERTIFICATIONS

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following:
 Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: Proceed to Part 4, Section C.

SECTION A: GLBA EXCEPTION/PERMISSIBLE PURPOSE – NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	No applicable GLBA exception/permissible use.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input checked="" type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input checked="" type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION B: DPPA PERMISSIBLE USES – NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	No permissible use.
<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input checked="" type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).

<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described in Sections A and B of this Part 4 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION C: QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

Customer is **NOT** requesting access to QA Data (proceed to Part 5).

Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? Compliance-Criminal Investigation Division

SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Not an authorized user.
<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	No authorized use.
<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input checked="" type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Not an authorized user.
<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input checked="" type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:
	Tax administration-preventing fraud

2. **AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)**

<input type="checkbox"/>	No authorized use.
<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input checked="" type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

PART 5 - TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** LN agrees to provide the LN Services described in a Purchase Order or Schedule A to this Agreement to Customer, subject to the terms and conditions herein. This Agreement shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services and any data contained therein, subject to the restrictions and limitations set forth below:

(i) Generally, LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of the LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of this Agreement or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** Some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) **Social Security and Driver's License Numbers.** LN may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(vi) **Additional Terms.** To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at the following website: www.lexisnexis.com/terms/risksuppl/, Customer agrees to comply with the

Risk Supplemental Terms set forth therein, with the exception of Section 5.2 and wherein Section 5.7 "State of New Jersey" is replaced with "District of Columbia". Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such information through the LN Services, Customer agrees to comply with the Terms and Conditions contained at the following website: www.lexisnexis.com/terms/general (the "L&P Terms"), with the exception of Section 5.7 (d) & (e) and wherein Section 5.8 "State of New York" is replaced with "District of Columbia". The Risk Supplemental Terms and the L&P Terms are hereby incorporated into this Agreement by reference. In the event of a direct conflict between this Agreement, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: this Agreement, Contract No. CFOPD-15-C-008, the Risk Supplemental Terms and then the L&P Terms.

(vii) Fair Credit Reporting Act. The LN Services provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined under the FCRA. Accordingly, LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the LN Services for eligibility determinations for any of the following purposes: (1) in connection with establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of a credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) eligibility for any other purpose deemed to be a permissible purpose under the FCRA or any similar state statute; (B) by way of clarification, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) specifically, if Customer is using the LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the LN Services (1) to revoke consumer credit; (2) to set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the LN Services to take any "adverse action," as that term is defined in the FCRA.

(viii) MVR Data. If Customer is permitted to access Motor Vehicle Records ("MVR Data") from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(ix) HIPAA. Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(x) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(viii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect

their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "**AS IS**". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Purchase Order or Schedule A (hereinafter "Schedule(s) A"), such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such purchase orders or schedules. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services' information, programs or computer applications. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the data and information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, data contained in LN Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" including without limitation pricing information applicable to this Agreement. Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with

respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services ordered by Customer or obtained through Customer's User IDs after the expiration of a free trial, if applicable, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer shall pay to LN the fees incurred for the use of the LN Services, and Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within thirty (30) days of a proper invoice. Any balance not timely paid will accrue interest at the highest rate allowed by applicable law. Customer's obligation to pay invoiced amounts is not subject to any offset, defense or counterclaim.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on a Schedule A (the "Schedule A Term") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Except where a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason.

11. **GOVERNING LAW.** In the event that Customer is a government agency, this Agreement shall be governed by and construed in accordance with the municipal, state, or federal law(s) applicable to such agency, without effect to conflicts of law principles.

12. **ASSIGNMENT.** Neither this Agreement nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. An assignment includes without limitation the dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (FOR PURPOSES OF INDEMNIFICATION BY CUSTOMER, WARRANTIES, DISCLAIMERS, AND LIMITATIONS ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY.** Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER OR THE UNAVAILABILITY THEREOF. Notwithstanding, this section shall not supersede insurance provisions nor limit or deny access by the Customer to make claims against LN's insurance coverages furnished under this Agreement.

15. **INDEMNIFICATION.** LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided that no contribution or action by the Customer is required in connection with the settlement. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's

use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate this Agreement and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of this Agreement, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews of Customer's use of the LN Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LN Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER CHANGES.** Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing such service, LN may terminate this Agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of the LN Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

24. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement and Contract No. CFOPD-15-C-008 constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the LN Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

27. **MISCELLANEOUS.** If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Customer listed above and that I have direct knowledge of the facts stated above.

CUSTOMER

Signature

Anthony A. Storer

Print Name

Anthony A. Storer

Title

Contracting Officer

Dated

5-15-15

(mm/dd/yy)

Attachment J.10

Addendum for Access to Limited Access DMF Data - Government

Parties Office of Tax and Revenue 1101 4th Street SW Washington, DC 20024	[Customer Legal Entity] and all of its applicable affiliates that receive access to Limited Access DMF Data from LN ("Recipient")
	The applicable affiliate of LexisNexis Risk Solutions that is a party to any Contract ("LN")
Applicable Contract Tris Solution	Any agreement pursuant to which Recipient obtains products or services from LN, whether executed prior to or after this Addendum (each a "Contract")
Effective Date	The date signed by Recipient below 5/6/2015
Addendum No. (if required under the Contract)	

This Addendum ("**Addendum**"), dated as of the Effective Date, is for Access to Limited Access DMF Data, amends and supplements each Contract between LN and Recipient, and applies with respect to the Limited Access DMF data described herein only. Unless notice is provided by LN otherwise, the term of this Addendum shall run in parallel to any Contract(s) under which Limited Access DMF is provided.

The Parties agree as follows:

- I. Definitions.** For purposes of this Addendum, these terms are defined as follows:
- a. Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Agreement is attached hereto as "Exhibit A".
 - b. Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is attached hereto as "Exhibit B".
 - c. DMF:** The federal Death Master File.
 - d. NTIS:** National Technical Information Service, U.S. Department of Commerce
 - e. Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Addendum but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
 - f. Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Addendum governs Recipient's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Recipient's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Recipient hereby certifies that it has the indicated permissible

purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

- (a) Such Recipient has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Recipient's use):

Legitimate Fraud Prevention Interest: Recipient has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

SLY **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Recipient has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Recipient's specific purpose(s) for obtaining Limited Access DMF data under this Addendum is:

- Fraud Prevention and identity verification purposes
- For uses permitted or required by law
- For uses permitted or required by governmental rules
- For uses permitted or required by regulation
- For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Recipient has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Recipient agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Recipient.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that is has destroyed all such DMF.
3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it

obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.

4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
8. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Recipient listed above and that I have direct knowledge of the facts stated above.

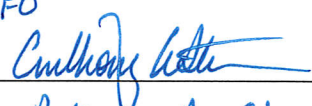
Recipient	<u>OCFO</u>
Signature	<u></u>
Print Name	<u>Anthony A. Stover</u>
Title	<u>Contracting Officer</u>
Dated	<u>05-15-15</u> (mm/dd/yy)

Exhibit A

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

This Agreement is entered into between the National Technical Information Service (NTIS), U.S. Department of Commerce, and [Enter Licensee's Name], hereinafter referred to as "Licensee."

- 1. SCOPE:** For purposes of this Agreement, Licensee is considered a Subscriber and must execute and submit the Subscriber Certification Form in order to become a Certified Person. Licensee agrees to pay to NTIS an annual fee, as set forth in Attachment A, in consideration for which NTIS agrees to provide Licensee with the Limited Access Death Master File (DMF), as defined in 15 CFR § 1110.2, for Licensee's use in accordance with the terms of this Agreement. NTIS also grants to Licensee a non-exclusive, non-transferable right to make the Limited Access DMF available for use only to Licensee's employees, contractors, subcontractors, and for resale only to customers, all of whom Licensee must determine meet the requirements to be a Certified Person as set forth in regulations found at 15 CFR § 1110.2.
- 2. AUTHORITY:** NTIS is authorized to enter into this Agreement and receive funds under 15 U.S.C. §§ 1153 and 3704b note. NTIS is authorized to perform the services detailed in this Agreement, including providing the Limited Access DMF to Licensee, pursuant to 15 U.S.C. § 3704b and 15 U.S.C. §§ 1151-1157. In addition, NTIS is authorized to establish a certification program under which persons may obtain immediate access to the Death Master File (DMF), pursuant to § 203 of the Bipartisan Budget Act of 2013.
- 3. REQUIREMENTS FOR LICENSEES:**
 - (a)** Licensee must at all times during this Agreement be a Certified Person as defined in 15 CFR 1110.2.
 - (b)** Licensee agrees that beginning on the effective date of this Agreement, all provisions of this Agreement apply to any and all DMF previously obtained by Licensee from NTIS and all Limited Access DMF obtained by Licensee from NTIS prospectively under this Agreement.
 - (c)** Should any of the information to which it certified on the Subscriber Certification Form change during the term of this Agreement, Licensee agrees to notify NTIS of the change and whether Licensee believes the change results in loss of Licensee's status as a Certified Person, in writing, immediately, but in no event later than 24 hours after Licensee becomes aware of the change.
 - (d)** Should Licensee cease to be a Certified Person during the term of this Agreement, Licensee agrees to destroy all Limited Access DMF, including DMF obtained from NTIS prior to entering into this Agreement, and will certify to NTIS in writing that is has destroyed all such DMF.
 - (e)** Licensee must include in all contracts and agreements with others under which Licensee will give access to the Limited Access DMF, provisions that require the recipients of the Limited Access DMF (Recipients) to comply with the terms of this Agreement and the requirements of 15 CFR Part 1110, and that require the Recipients to flow down those provisions in any subsequent contracts or other agreements of recipients for access to the Limited Access DMF;
 - (f)** Licensee agrees that if it uses the DMF on a continuing basis it must, after receiving an updated complete DMF, keep that file updated by continually purchasing and incorporating all regular updates (new deaths/changes/deletions), beginning with the same month as the original file.
 - (g)** Licensee agrees to be subject to audit by NTIS to determine Licensee's compliance with the requirements of 15 CFR Part 1110. Licensee agrees that NTIS may conduct periodic and unscheduled audits of the systems, facilities, and procedures of Licensee relating to Licensee's safeguards for, access to, and use and distribution of, Limited Access DMF, during regular business hours. Licensee understands and agrees that failure to cooperate with any NTIS audit may result in immediate termination of this Agreement.

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

(h) Licensee agrees to retain a list of all employees, contractors, subcontractors, and customers to which it provides Limited Access DMF and to make that list available to NTIS as part of any audits conducted under paragraph (g) above.

4. AUTHORIZED PURPOSES: The rights granted to Licensee under this Agreement are solely for Authorized Purposes. Authorized Purposes are:

(a) **Internal Use:** Licensee may allow employees of the Licensee organization to search, retrieve, display, download and process data from the Limited Access DMF through Licensee's or Licensee's contractors' or partners' computer system for the Licensee organization's own internal needs;

(b) **Access:** Licensee may combine or integrate the Limited Access DMF with other software or technology that Licensee owns or is authorized to use in order to make it easier for Licensee's customers to search the Limited Access DMF and retrieve information from it;

(c) **Customized Information Products:** Licensee may derive information from the Limited Access DMF and make that information available to its customers that meet the requirements of a Certified Person. Licensee must inform NTIS of all subsequent value-added products that are created using the Limited Access DMF. To the extent possible, Licensee should include in such information products the following attribution: "Limited Access Death Master File, NTIS, U.S. Department of Commerce".

(d) **Backup:** Licensee may make a backup copy of the Limited Access DMF provided to it under this Agreement.

5. PROHIBITED PURPOSES: Except as provided in paragraph 4. above, Licensee may not:

(a) sublicense, transfer, assign, or otherwise convey any rights under this Agreement without NTIS's prior approval;

(b) make the Limited Access DMF visible, searchable, harvestable, or in any way discoverable on the World Wide Web;

(c) make duplicates, distribute, sell, commercially exploit, create derivative works from, or otherwise make available the Limited Access DMF or information contained therein, in any form or medium, to any third party;

(d) assert or authorize anyone to assert any proprietary rights to the Limited Access DMF in whole or in part or to represent the Limited Access DMF or any part of it as other than a United States Government Database;

(e) alter the specific data elements contained in Limited Access DMF or compromise its integrity, or authorize anyone else to do so, but Licensee may reformat the Limited Access DMF; or

(f) make the Limited Access DMF in any form available to Licensee's employees, contractors, subcontractors, or customers who do not meet the requirements to be a Certified Person as set forth in 15 CFR 1110.102.

6. SECURITY: In order to safeguard the Limited Access DMF provided to Licensee under this Agreement, Licensee agrees that:

(a) Licensee will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Licensee represents that it currently has, and will maintain for the term of this Agreement, systems, facilities, and procedures in place to safeguard all Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of Limited Access DMF, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Licensee, and agrees to audits as set forth in this Agreement.

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

(b) Licensee understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF from Licensee may result in immediate termination of this Agreement. In addition, any successful attempt by any person to gain unauthorized access may under appropriate circumstances result in penalties as prescribed in 15 CFR §1110.200 levied on both Licensee and the person attempting such access. Licensee will take appropriate action to ensure that all persons accessing the Limited Access DMF from Licensee are aware of their potential liability for misuse or for attempting to gain unauthorized access. Any such access or attempted access is a breach or attempted breach of security and must immediately be reported to NTIS at dmfcert@ntis.gov.

- 7. PAYMENT:** Licensee agrees to pay applicable fees in advance. A fee schedule is attached as Attachment A to this Agreement. NTIS reserves the right to change any fees set forth in Attachment A, to establish new fees or to waive fees during the term of this Agreement by giving Licensee 90 days advance notice.
- 8. PENALTIES:** Licensee acknowledges that failure to comply with the provisions of paragraph (3) of the Subscriber Certification Form may subject the Subscriber to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.
- 9. LIABILITY:** The U.S. Government/NTIS (a) makes no warranty, express or implied, with respect to information provided under this agreement, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assumes no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. (See Attachment B.)
- 10. INDEMNIFICATION AND HOLD HARMLESS:** Licensee shall indemnify and hold harmless NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Licensee's, Licensee's employees, contractors, subcontractors, or Licensee's customers' use of the Limited Access DMF. This provision will survive termination of this Agreement and will include any and all claims or liabilities arising from intellectual property rights.
- 11. GOVERNING LAW:** This Agreement will be governed by applicable Federal law.
- 12. TERM AND AMENDMENTS:** This agreement is effective on the last date of signature by the parties below and will remain in effect for one year or, if Licensee has a current DMF subscription in place with NTIS, for the remainder of the term of Licensee's current DMF subscription (which is hereby otherwise superseded), whichever comes first. This Agreement may be renewed on an annual basis by written amendments signed by both parties for up to five years, contingent upon Licensee executing the current version of the Subscriber Certification Form annually and fulfilling any and all other requirements set forth in NTIS regulations found at 15 CFR part 1110. This Agreement may be amended at any time by a written amendment signed by both parties. Licensee must be a Certified Person throughout the term of this Agreement, and subscription will be immediately terminated if Licensee loses status as a Certified Person.



Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

13. TERMINATION: Either party may terminate the Agreement by giving the other 90 days written notice. If Licensee terminates, Licensee will not receive any refund, proration or abatement of any fees paid to NTIS. If NTIS terminates, Licensee will receive a refund for the unused portion of the Annual Fee unless Licensee is in breach of this Agreement, or has violated 15 CFR part 1110, in either case as determined by NTIS.

14. RESOLUTION OF DISAGREEMENTS: Should disagreements arise on the interpretation of the provisions of this Agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Both parties agree that all claims, disputes, and/or causes of action arising under or related to this Agreement, not resolved in the dispute resolution process, shall be brought in a court/forum of competent Federal jurisdiction.

15. CONTACT INFORMATION:

A. Program Management:

Subscriber	Primary	Alternate
Contact Name	Glen Groff	Satya Kommuri
Organization	Office of Tax and Revenue	OCIO
Address	1101 4th Street SW Washington, DC 20024	1101 4th Street SW Washington, DC 20024
Phone Number	202-442-6499	202-442-7031
Fax Number	202-442-6477	202-4426477
Email Address		
NTIS	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		



U.S. Department of Commerce
National Technical Information Service
Alexandria, VA 22312

Agreement No. _____

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

B. Financial:

Subscriber	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		
NTIS	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		



U.S. Department of Commerce
National Technical Information Service
Alexandria, VA 22312

Agreement No. _____

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

Licensee:

Authorized Signature

Name: _____

Corporate Name: _____

Address: _____

Phone Number: _____

NTIS Subscription Number: _____

NTIS Certification Invoice/Confirmation Number: _____

License Administrator _____

Date _____

Fax to 703-605-6900

National Technical Information Service

U.S. Department of Commerce

5301 Shawnee Rd.

Alexandria, VA 22312

Attachment A: Fee Schedule

Attachment B: Important Information – Mandatory Requirements Death Master File

DMF Terms and Conditions Revised 3-24-2014

**National Technical Information Service
5301 Shawnee Rd
Alexandria, VA 22312-2312**

**Email: DMFCERT@NTIS.GOV
Fax: 703.605.6900
03/25/2014**



U.S. Department of Commerce
National Technical Information Service
Alexandria, VA 22312

Limited Access Death Master File Use and Resale Order Form

SHIP TO / USER ADDRESS (please print or type)

CUSTOMER MASTER NUMBER (IF KNOWN)		DATE
NAME		
ORGANIZATION		DIVISION / ROOM NUMBER
STREET ADDRESS		
CITY	STATE	ZIP CODE
PROVINCE / TERRITORY	INTERNATIONAL POSTAL CODE	
COUNTRY		
PHONE NUMBER		FAX
E-MAIL		
OTHER CONTACT NAME		OTHER CONTACT PHONE

If renewal notices should be sent to a different address please attach details separately.

METHOD OF PAYMENT (please print or type)

DO NOT ENTER YOUR CREDIT CARD NUMBER or DEPOSIT ACCOUNT NUMBER on this order form if you are faxing or emailing your order. To pay by credit card (MasterCard, VISA, American Express, Discover) or NTIS deposit account, please send the order and then call the NTIS Subscriptions Department at (800) 363-2068 or (703) 605-6060 between 8:30 am - 5:00 pm EST, Monday - Friday.

FOR NTIS USE ONLY

Check / Money Order enclosed for \$ _____
(PAYABLE TO NTIS IN U.S. DOLLARS)

Checks will be converted into an electronic fund transfer, see <http://www.ntis.gov/help/eft.aspx>.

NTIS Web Site —
www.ntis.gov/products/ssa-dmf.aspx
SUBSCRIPTIONS PREPAYMENT REQUIRED
8:30 a.m.–5:00 p.m., Eastern Time, M–F
Phone: 1-800-363-2068 or (703) 605-6060
FAX: (703) 605-6880 (24 hours/7 days a week)
E-mail: subscriptions@ntis.gov

ORDER BY MAIL
National Technical Information Service
5301 Shawnee Road
Alexandria, VA 22312-2312

ALL SALES ARE FINAL
NTIS strives to provide quality products, reliable service, and fast delivery. Please contact us for a replacement within 30 days if the item you receive is defective or if we have made an error in filling your order.

SINGLE ISSUES WITHOUT UPDATES

Shipping and handling fees will apply. Contact the NTIS Sales Desk for details.
8:00 a.m. – 6:00 p.m., Eastern Time, M–F
1-800-553-6847 or (703) 605-6000.
E-mail: orders@ntis.gov

FOR NTIS USE ONLY

National Technical Information Service
5301 Shawnee Rd
Alexandria, VA 22312-2312



Limited Access Death Master File Use and Resale Order Form

PRODUCT SELECTION (please print or type)

NTIS Web Site — www.ntis.gov/products/ssa-dmf.aspx

Purchasers of the Full File¹, who intend to keep their Death Master File current ARE REQUIRED to purchase a subscription to the DMF Weekly Update file, beginning with the week following the closing date of the current Full File¹. This is a MANDATE from the Social Security Administration.

SUB-5251: Limited Access Death Master File: Full File ¹		
<input type="checkbox"/> DVD or <input type="checkbox"/> CD-ROM Single Issue	\$1,825	
SUB-5465: Limited Access Death Master File Weekly Updates (single issues are not available)		
Format	Price	Total
<input type="checkbox"/> Electronically, via https	\$7,500	
<input type="checkbox"/> sFTP ²	\$9,800	

¹Limited Access Death Master File: Full File contains records from 1936 to present, not including updates

²Secure FTP requires testing before initiating subscription

Prices Subject to Change

National Technical Information Service
5301 Shawnee Rd
Alexandria, VA 22312-2312

GRAND TOTAL

Thank you for your order!

Attachment B

Important Information-Mandatory Requirements Death Master File

IMPORTANT INFORMATION – MANDATORY REQUIREMENTS DEATH MASTER FILE

TO ALL SUBSCRIBERS PURCHASING THE SOCIAL SECURITY ADMINISTRATION'S (SSA) DEATH MASTER FILE (DMF):

As a result of a court case under the Freedom of Information Act, SSA is required to release its death information to the public. SSA's DMF contains the complete and official SSA database extract, as well as updates to the full file of persons reported to SSA as being deceased. However, you, as a subscriber/purchaser of SSA's DMF, are advised at the time of initial purchase that the DMF does have inaccuracies and **SSA DOES NOT GUARANTEE THE ACCURACY OF THE DMF FILE**. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on this file is not proof that the individual is alive. Further, in rare instances it is possible for the records of a person who is not deceased to be included erroneously in the DMF. If an individual seeing your copy of the DMF has a complaint that they find erroneous data/death information on that DMF, you should advise them to follow the procedures listed below. In fact, **you should be providing the information below in your publication, if any, of the DMF:**

ERRORS – If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact their local Social Security office (with proof) to have the error corrected. The local Social Security office will:

- (1) make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that had the error; OR,
- (2) find that SSA already has the correct information on the main NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/purchaser of the DMF that had the error.

In the latter case (2 above), the DMF subscriber (you) probably received the incorrect death data sometime prior to the correction of SSA's main records. (The only way you can now get an updated DMF with the correction would be to again purchase the entire DMF file and keep it current with all of the **MONTHLY OR WEEKLY UPDATES** – See MANDATORY REQUIREMENTS below.) You should accept proof from the individual (his/her own records or the verification s/he received from the local Social Security office) and correct your copy of the DMF. You should also notify any organization to which you sold the DMF that this correction needs to be made.

MANDATORY REQUIREMENTS:

It is mandatory that all subscribers of the DMF intending to use its data on a continuing basis must, after receiving an updated complete **DMF FULL FILE**, keep that file updated by continually purchasing all **MONTHLY OR WEEKLY UPDATES (NEW DEATHS/CHANGES/DELETIONS)**, beginning with the same month as the Full File. If you are not meeting SSA's requirements because you are not receiving the **MONTHLY OR WEEKLY UPDATES ON A CONTINUING BASIS** immediately after receiving the **FULL FILE**, then you are **NOT** keeping your DMF up-to-date with SSA's records. Thus, you are working with a DMF with an increased number of unnecessary inaccuracies and possibly adversely affecting an increased number of individuals. **NO ONE IS TO SELL THE DMF WITHOUT REQUIRING CONTINUOUS SUBSCRIBERS TO ADHERE TO THIS MANDATORY REQUIREMENT FOR KEEPING THEIR DMF UP-TO-DATE.**

YOU, AS A DMF SUBSCRIBER, ARE REMINDED THAT YOU SHOULD NOT TAKE ANY ADVERSE ACTION AGAINST ANY INDIVIDUAL WITHOUT FURTHER INVESTIGATION TO VERIFY THE DEATH LISTED.

If you, as a subscriber to SSA's DMF are making available/selling SSA's DMF information to others, you **MUST ALSO PROVIDE THEM WITH A COPY OF THIS NOTICE.**

NOTE: DO NOT TELL ANYONE TO CONTACT NTIS OR SSA HEADQUARTERS FOR CORRECTIONS! CORRECTIONS MUST BE MADE AT THE LOCAL SOCIAL SECURITY OFFICE SERVICING THE INDIVIDUAL.



Exhibit B

Limited Access Death Master File Subscriber Certification Form

- The undersigned hereby certifies that access to the NTIS Limited Access DMF (as defined in 15 CFR §1110.2) is appropriate because the undersigned (a) has (i) a legitimate fraud prevention interest, or (ii) a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, and (b) has systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and (c) agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to the undersigned.
- In making the certification in paragraph (1) above, the undersigned states the following specific basis (must check each basis relied upon and must specify):

Fraud Prevention Interest:

Protecting the revenues of the District of Columbia.

Business Purpose:

Law:

Prevention of fraud in tax administration

Governmental Rule:

Regulation:

Fiduciary Duty:

- The undersigned further certifies that with respect to DMF of any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death, which is received by the undersigned, the undersigned shall not: (i) disclose any information contained on the DMF with respect to any deceased individual to any person other than a person who meets the requirements of each of (a), (b) and (c) in paragraph (1); (ii) disclose any information contained on the DMF with respect to any deceased individual to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (iii) disclose any information contained on the DMF with respect to any deceased individual to any person who further discloses the information to any person other than a person who meets the requirements of each of (a), (b) and (c) in paragraph (1); or (iv) use any information contained on the DMF with respect to any deceased individual for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty.



Limited Access Death Master File Subscriber Certification Form *Continued*

4. In making the certification in paragraph (3), the undersigned states the following (must check basis relied upon and specify in the space provided):

- A** The undersigned shall not disclose any information contained on the DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death, which is received by the undersigned, to any other person; or
- B** The undersigned will disclose information contained on the DMF with respect to an individual during the three-calendar-year period beginning on the date of the individual's death, which is received by the undersigned, to another person(s) in the following manner only (must also check and complete *i.* & *ii.* below)

i. The undersigned shall ensure compliance by such other person(s) with the requirements of each of (i), (ii) and (iii) of the paragraph above as follows:

ii. The undersigned shall ensure that such other person(s) is made aware that the penalty provisions of 15 CFR § 1110.200 apply to such person(s) as follows:

- 5. The undersigned acknowledges that failure to comply with the provisions of paragraph (3) may subject the undersigned to penalties under 15 CFR §1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.
- 6. The undersigned hereby consents to the performance by NTIS of periodic and unscheduled audits of the undersigned to determine the compliance by the undersigned with the certifications made herein.
- 7. If the undersigned makes this certification on behalf of a partnership, corporation, association, or public or private organization, then the undersigned hereby represents and warrants that the undersigned is authorized to make this certification on behalf of, and to bind, such partnership, corporation, association, or public or private organization.
- 8. The undersigned hereby declares that all certifications and statements made herein of the undersigned's own knowledge are true and that all certifications and statements made on information and belief are believed to be true; and further that these certifications and statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001. The undersigned hereby acknowledges that any willful false certification or statement made herein is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.



U.S. Department of Commerce
 National Technical Information Service
 Alexandria, VA 22312

**Limited Access Death Master File
 Subscriber Certification Form *Continued***

Authorized Name: Glen Groff

Authorized Signature: _____

Name of Partnership, corporation, association, or public or private organization: _____
 Office of Tax and Revenue

Address: 1101 4th Street SW, Washington, DC 20024

Phone Number: 202-442-6200 Date: 5/6/2015

Death Master File Subscription Number: _____ Email: glen.groff@dc.gov

NTIS Invoice/Order Confirmation Number for Processing Fee: _____

This collection of information contains Paperwork Reduction Act (PRA) requirements approved by the Office of Management and Budget (OMB). Notwithstanding any other provisions of the law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the PRA unless that collection of information displays a currently valid OMB control number. Public reporting burden for this collection is estimated to be 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the National Technical Information Service, Attn: John Hounsell, National Technical Information Service, 5301 Shawnee Rd, Alexandria, VA 22313; jhounsell@ntis.gov, (703-605-6184).

OMB Control No. 0692-0013
Expiration Date: 09/30/2014