

AWARD / CONTRACT		1. Solicitation Number CFOPD-13-R-019		Page of Pages 1 194		
2. Contract Number <b>CFOPD-14-C-031</b>		3. Effective Date See 20C		4. Caption Modernized Integrated Tax System (MITS)		
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) Office of the Chief Financial Officer Office of Tax and Revenue 1101 4th Street, SW – Suite W750 Washington, DC 20024		
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Fast Enterprises, LLC 6400 S. Fiddler's Green Circle, Suite 1500 Greenwood Village, CO 80111 Telephone: 877-275-3278 Fax: 208-433-9863 Attn: James Harrison, Partner jharrison@fastenterprises.com DUNS 17-047-2414 FEIN 13-3758609				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Schedule Section F)		
				9. Discount for prompt payment		
				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 1101 4th Street, SW – Suite W750 Washington, DC 20024		Code		12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable Attn: Comptroller 1100 4th Street, SW Suite E600 Washington, DC 20024 oma.invoicing@dc.gov		
13. Contract Type: Fixed price contract with a requirements component				14. Accounting and Appropriation Data		
15A. Item	15B. Supplies/Services		15C. Est. Qty	15D. Unit	15E. Unit Price	15F. Amount
1	Services and Equipment for MITS		See Section B.3, Price Schedule			\$37,400,000.00
Total Amount of Contract						<b>\$37,400,000.00</b>
16. Table of Contents						
(X)	Section	Description	Pages	(X)	Section	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses 164
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	Description/Specifications/Work Statement	20	X	J	List of Attachments 193
X	D	Packaging and Marking	141	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	Inspection and Acceptance	142	X	K	Representations, Certifications and Other Statements of Offerors 194
X	F	Deliveries or Performance	144		L	Instructions, conditions & notices to offerors
X	G	Contract Administration Data	145		M	Evaluation factors for award
X	H	Special Contract Requirements	149			
Contracting Officer will Complete Item 17 or 18 as Applicable						
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1 pdf</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. Name and Title of Signer (Type or print) <b>James G. Harrison, member</b>				20A. Name of Contracting Officer Drakus Wiggins, CPPB		
19B. Name of Contractor <i>James G. Harrison</i> (Signature of person authorized to sign)		19C. Date Signed <b>14-Mar-14</b>		20B. District of Columbia <i>DW88</i> (Signature of Contracting Officer)		20C. Date Signed <b>07/02/14</b>

## **SECTION B**

### **PRICE SCHEDULE**

#### **B.1 GENERAL INFORMATION**

The Office of the Chief Financial Officer (“OCFO”) for the District of Columbia (“District”) and the Office of Contracts on behalf of the Office of Tax and Revenue (OTR) is contracting to provide services and equipment for a Modernized Integrated Tax System (MITS) for the District. The services include implementation of an integrated set of one or more commercial off the shelf (COTS) products to support tax functionality.

#### **B.2 CONTRACT TYPE**

The District awards a fixed price contract with a requirements component for task orders that is based on fixed price labor categories.

#### **B.3 PRICING SCHEDULE**

Pricing shall be represented as an all-inclusive price and cover all Contractor costs and expenses necessary to provide the services thereto, not limited to labor, materials, supplies, and travel.

##### **B.3.1 BASE PERIOD**

<b>B.3.1.1 BASE SERVICE PRICING</b>		
<b>CLIN</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
<b>01</b>	<b>MITS SERVICES (INSERT TOTAL FROM PRICING FORM B-1, EXCLUDING DESIRABLES)</b>	<b>\$26,200,000</b>
<b>02</b>	<b>MITS APPLICATION SOFTWARE LICENSES (INSERT TOTAL FROM PRICING FORM B-2)</b>	<b>\$11,200,000</b>
	<b>TOTAL PRICE (SUM OF PRICING FORMS B-1 AND B-2)</b>	<b>\$37,400,000</b>

B.3.1.2 SUPPLEMENTARY PRICING		
CLIN	DESCRIPTION	PRICE
03	MITS HARDWARE, SYSTEM SOFTWARE, WARRANTY & MAINTENANCE (INSERT TOTAL FROM PRICING FORM B-4)	\$2,720,300
04	Optional - MITS DESIRABLE FUNCTIONAL ELEMENTS (INSERT TOTAL FROM PRICING FORM B-5)	\$4,250,000

<b>B.3.1.3 PRICING FORM B-1</b>		
<b>MITS SERVICES – all modules</b>		
<b>CLIN</b>	<b>REQUIREMENTS MILESTONES</b>	<b>PRICE</b>
01	1-PROJECT INITIATION	\$1,234,875
02	2-PROJECT MANAGEMENT and REQUIREMENTS VALIDATION PHASE	\$69,750
03	3-PROJECT MANAGEMENT and CONCEPTUAL DESIGN FOR CUSTOMIZATIONS	\$34,875
04	4-PROJECT MANAGEMENT and IMPLEMENTATION PLANS	\$34,875
05	5-PROJECT MANAGEMENT and MITS SOFTWARE CONFIGURATION AND CONFIGURATION TESTING	\$523,125
	PHASE I	
06	6-DETAILED SYSTEM DESIGN and DEVELOPMENT – PHASE I (Include MITS Mandatory Customizations Total From SECTION B-1.1)	\$2,527,500
07	7-PROJECT MANAGEMENT and MITS DATA CONVERSION & MITS DATA CONVERSION TESTING – PHASE I	\$1,162,500
08	8-PROJECT MANAGEMENT and INTEGRATION/SYSTEMS TESTING AND UAT SUPPORT – PHASE I	\$1,162,500
09	9-PROJECT MANAGEMENT and MITS TRAINING – PHASE I	\$1,162,500
10	10-PROJECT MANAGEMENT and MITS SYSTEM COMPONENTS IMPLEMENTATION/CUTOVER – PHASE I	\$1,162,500

	<b>PHASE II</b>	
<b>11</b>	<b>11-DETAILED SYSTEM DESIGN and DEVELOPMENT – PHASE II</b> <b>(Include MITS Mandatory Customizations Total From SECTION B-1.1)</b>	\$1,390,000
<b>12</b>	<b>12-PROJECT MANAGEMENT and MITS DATA CONVERSION &amp; MITS DATA CONVERSION TESTING – PHASE II</b>	\$1,162,500
<b>13</b>	<b>13-PROJECT MANAGEMENT and INTEGRATION/SYSTEMS TESTING AND UAT SUPPORT – PHASE II</b>	\$1,162,500
<b>14</b>	<b>14-PROJECT MANAGEMENT and MITS TRAINING – PHASE II</b>	\$1,162,500
<b>15</b>	<b>15-PROJECT MANAGEMENT and MITS SYSTEM COMPONENTS IMPLEMENTATION/CUTOVER – PHASE II</b>	\$1,162,500
	<b>PHASE III</b>	
<b>16</b>	<b>16-DETAILED SYSTEM DESIGN and DEVELOPMENT – PHASE III</b> <b>(Include MITS Mandatory Customizations Total From SECTION B-1.1)</b>	\$1,162,500
<b>17</b>	<b>17-PROJECT MANAGEMENT and MITS DATA CONVERSION &amp; MITS DATA CONVERSION TESTING – PHASE III</b>	\$1,162,500
<b>18</b>	<b>18-PROJECT MANAGEMENT and INTEGRATION/SYSTEMS TESTING AND UAT SUPPORT – PHASE III</b>	\$1,162,500
<b>19</b>	<b>19-PROJECT MANAGEMENT and MITS TRAINING – PHASE III</b>	\$1,162,500
<b>20</b>	<b>20-PROJECT MANAGEMENT and MITS SYSTEM COMPONENTS IMPLEMENTATION/CUTOVER – PHASE III</b>	\$1,162,500

	<b>PHASE IV</b>	
<b>21</b>	<b>21-DETAILED SYSTEM DESIGN and DEVELOPMENT – PHASE IV</b> <b>(Include MITS Mandatory Customizations Total From SECTION B-1.1)</b>	<b>\$1,180,500</b>
<b>22</b>	<b>22-PROJECT MANAGEMENT and MITS DATA CONVERSION &amp; MITS DATA CONVERSION TESTING – PHASE IV</b>	<b>\$1,023,000</b>
<b>23</b>	<b>23-PROJECT MANAGEMENT and INTEGRATION/SYSTEMS TESTING AND UAT SUPPORT – PHASE IV</b>	<b>\$1,023,000</b>
<b>24</b>	<b>24-PROJECT MANAGEMENT and MITS TRAINING – PHASE IV</b>	<b>\$1,023,000</b>
<b>25</b>	<b>25-PROJECT MANAGEMENT and MITS SYSTEM COMPONENTS IMPLEMENTATION/CUTOVER – PHASE IV</b>	<b>\$511,500</b>
<b>26</b>	<b>26-MITS PROJECT CLOSEOUT</b>	<b>\$511,500</b>
	<b>TOTAL PRICE – MITS SERVICES</b> <b>Insert in Section B.3.1.1, Base Service Pricing CLIN 01</b>	<b>\$26,200,000</b>



**B.3.1.3.1 PRICING FORM B-1.1**

**MITS MANDATORY FUNCTIONAL CUSTOMIZATIONS**

If a mandatory requirement requires customization, indicate as such in this table.

Because one customization may incorporate multiple requirements, the requirements may be clustered for pricing. Multiple line items may be used for each Tab Title. For each customization indicate the Tab Title, Requirement IDs included for a specific customization, Description of Customization Approach, and Price.

CLIN	Tab Title (Section C.4.10 – Functional Requirements)	REQUIRMENT IDs INCLUDED	DESCRIPTION OF CUSTOMIZATION APPROACH	PRICE
1	C.4.10.1 – Entity Identification and Registration			\$37,500
2	C.4.10.2 – Taxpayer Web Services and Portal			\$0
3	C.4.10.3 – Returns Processing, C.4.10.4 – Taxpayer Accounting & Customer Service, and C.4.10.5 – Revenue Accounting			\$187,500
4	C.4.10.6 – Compliance and Case Management			\$75,000
5	C.4.10.7 – Licensing and Permits			\$0
6	C.4.10.8 – Common Services			\$75,000
TOTAL PRICE OF MITS FUNCTIONAL CUSTOMIZATIONS				\$375,000
MITS INTERFACE CUSTOMIZATIONS				
7	EXTERNAL INTERFACES (Provide a description)			\$1,375,000
8	MISCELLANEOUS CUSTOMIZATIONS (Provide a description)			\$0
TOTAL OF ALL MANDATORY CUSTOMIZATIONS – INSERT IN SECTION B-1 CUSTOMIZATIONS LINE ITEM				\$1,750,000

<b>B.3.1.4 PRICING FORM B-2</b> <b>MITS APPLICATION SOFTWARE COMPONENTS</b> Identify and price all software products, components and licenses needed to implement the solution, include total number of software licenses needed for each product.			
Item No.	NAME OF SOFTWARE PRODUCT	DESCRIPTION OF SOFTWARE (including product description, part number, version and release no., type of license, number of licenses and/or licensed users)	PROPOSED PRICE
1	GenTax	GenTax v9 - 1	\$5,000,000
2	GenTax	GenTax v9 - Maintenance Year 1	\$500,000
3	GenTax	GenTax v9 - Maintenance Year 2	\$800,000
4	GenTax	GenTax v9 - Maintenance Year 3	\$1,100,000
5	GenTax	GenTax v9 - Maintenance Year 4	\$1,600,000
6	GenTax	GenTax v9 - Maintenance Year 5	\$2,200,000
<b>TOTAL PRICE - MITS SOFTWARE COMPONENTS</b> Insert in Section B.3.1.1, Base Service Pricing CLIN 02			\$11,200,000



<b>B.3.1.5 PRICING FORM B-3</b>		<b>MITS</b>
<b>ADDITIONAL TASK ORDERS</b>		1) The District at its sole discretion may identify additional task orders as budgets and future needs may dictate. These task orders may include additional system interfaces, implementation of additional modules in the system, system upgrades, site rollouts and other types of systems related projects.
		2) The Contractor shall provide the hourly rate for each labor category.
		3) The District provides no estimated quantity of task orders.
		4) Performance shall be made only as authorized in accordance with the Ordering Clause, G.10. There is no limit on the number of task orders that may be issued. Any task order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. The contract shall govern the Contractor's and District's rights and obligations with respect to that task order to the same extent as if the task order were completed during the contract's effective period.
<b>CLIN</b>	<b>Labor Category</b>	<b>Hourly Rate</b>
1	Project Manager	\$175.00
2	Application Architect Software Package Consultant	\$175.00
3	Technical Lead	\$175.00
4	Test Lead	\$175.00
5	Data Conversion Lead	\$175.00
6	Training Lead	\$175.00
7	Subject Matter Expert	\$175.00
8	Programmer/Analyst	\$175.00

B.3.1.6 PRICING FORM B-4 (Revised)						
MITS HARDWARE, SYSTEM SOFTWARE & MAINTENANCE (OPTIONAL)						
Identify and price all hardware and system software configurations necessary to implement the solution, include the acquisition price.						
The District reserves the right to purchase these optional items.						
CLIN	PART NO.	MODEL	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE (UNIT PRICE X QTY)
1	R720	Dell	PowerEdge R720 (GenTax Database Servers)	\$16,000	7	\$112,000
2	R720	Dell	PowerEdge R720 (Virtual Host Servers)	\$16,000	10	\$160,000
3	R720	Dell	PowerEdge R720 (VMware Management Server)	\$5,000	2	\$10,000
4	ASA5520	Cisco	Cisco ASA5520 Adaptive Security Appliance	\$12,000	4	\$48,000
5	EMCVNX	EMC	EMC VNX5500 Storage Area Network (SAN)	\$300,000	2	\$600,000
6	WIN2K12	Microsoft	Microsoft Windows Server 2012 Datacenter Edition	\$5,000	17	\$85,000
7	WIN2K12	Microsoft	Microsoft Windows Server 2012 Standard Edition	\$1,000	2	\$2,000
8	WIN2K12	Microsoft	Microsoft Windows Server 2012 External Connector	\$2,000	2	\$4,000
9	WIN2K12	Microsoft	Windows Server 2012 Client Access Licenses (CAL)	\$40	1900	\$76,000
10	SQL2012	Microsoft	Microsoft SQL Server 2012 Enterprise (2-core pack)	\$15,000	18	\$270,000
11	SQL2012D	Microsoft	Microsoft SQL Server 2012 Developer (per user)	\$50	100	\$5,000
12	VS2012	Microsoft	Microsoft Visual Studio 2012 Professional	\$600	50	\$30,000
13	ADCAP	Adobe	Adobe Captivate	\$800	2	\$1,600
14	VMVSPH	VMware	VMware vSphere 5.1 Enterprise (Per CPU)	\$5,000	20	\$100,000
15	VMVCNT	VMware	VMware vCenter Server 5 Standard	\$8,000	2	\$16,000
16	RGPRO	RedGate	RedGate ANTS Profiler Professional (10 user)	\$700	1	\$700
	TOTAL PRICE – MITS HARDWARE & SYSTEM SOFTWARE ACQUISITION					\$1,520,300
17	HARDWARE & SYSTEM SOFTWARE COMBINED ANNUAL WARRANTY & MAINTENANCE			\$240,000	5	\$1,200,000
	In event the annual warranty and maintenance provision starts within an annual cycle of the Base Period, the Contractor shall prorate the unit price accordingly.					
TOTAL HARDWARE, WARRANTY & MAINTENANCE						\$2,720,300
- Insert in Section B.3.1.2, Supplemental Pricing CLIN 03						

<b>B.3.1.7 PRICING FORM B-5 - OPTIONAL</b> <b>MITS DESIRABLE ELEMENTS</b> If the desirable element is a component of the services or software solution and may be implemented at no additional cost, check the box in the column and indicate "no charge" in the Price column. If there is a cost associated with implementation of the desirable element, include the price in the Price column. These desirable elements include all MITS components.					
CLIN	MODULE	REQ ID from attachments	MITS DESIRABLE ELEMENTS	IF FEATURE IS STANDARD (no additional cost) Check box	PRICE
1	Web Services	1.7.15	View OTR's customer service wait time from Aspect.	<input type="checkbox"/>	\$250,000
2	Returns Processing	2.1.15	"Pre-fetch" images to a staging area in preparation for suspense work queues.	<input type="checkbox"/>	\$500,000
3	Returns Processing	4.1.13	Incorporate an integrated fund accounting system, including general ledger capabilities.	<input type="checkbox"/>	\$2,500,000
4	Returns Processing	4.3.5	Compare MITS calculated distributions against bank account statement distributions.	<input type="checkbox"/>	\$400,000
5	Common Services	2.27	Email documents associated with a case (e.g., audit work papers.).	<input type="checkbox"/>	\$0
6	Common Services	4.1.32	Scan USPS barcodes for returned mail or address changes and update address systemically.	<input type="checkbox"/>	\$350,000
7	Common Services	4.1.35	Send documents via email or fax, as part of integration with email system.	<input type="checkbox"/>	\$0
8	Common Services	4.3.14	Process returned mail with incorrect addresses and route to a work queue for correction.	<input type="checkbox"/>	\$250,000
<b>MITS DESIRABLE ELEMENTS TOTAL</b> Insert in Section B.3.1.2, Supplementary Pricing CLIN 04					\$4,250,000

**B.3.1.8 PAYMENT SCHEDULE**

1. The Payment Schedule on the following page shows the invoice amount for each of the payment milestones. The payment milestones for each rollout are based on tasks and artifacts in the FAST Implementation Methodology.
2. The milestones are described in more detail below:
  - a) The activities substantially completed at the Base Configuration Start milestone include the tasks in the Preparation and Definition phases of the FAST Implementation Methodology. Also, the Project Plan artifact will be substantially completed.
  - b) The activities substantially completed at the Development Start milestone include the tasks in the Base Configuration phase of the FAST Implementation Methodology. Also, the Implementation Specification artifacts will be substantially completed.
  - c) The activities substantially completed at the Testing Start milestone include the tasks in the Development Phase. Also, the Conversion Approach Document, the Training Plan, and the Test Plan artifacts will be substantially completed.
  - d) The activities substantially completed at the Production Cutover milestone include the tasks in the User Training, Conversion and Rollout phases and the following artifacts: User Documentation, Technical Documents, and Rollout Plan.

3. Milestone Payment Schedule

Payment Milestone	Invoice Amount
GenTax Installation	\$5,000,000
Rollout One	
Complete One-time Tasks	\$697,500
Base Configuration Start	\$717,750
Development Start	\$1,794,375
Testing Start	\$2,153,250
Production Cutover	\$2,512,125
Rollout Two	
Base Configuration Start	\$604,000
Development Start	\$1,510,000
Testing Start	\$1,812,000
Production Cutover	\$2,114,000
Rollout Three	
Base Configuration Start	\$581,250
Development Start	\$1,453,125
Testing Start	\$1,743,750
Production Cutover	\$2,034,375
Rollout Four	
Base Configuration Start	\$527,250
Development Start	\$1,318,125
Testing Start	\$1,581,750
Production Cutover	\$1,845,375
Annual Maintenance	
Year 1	\$500,000
Year 2	\$800,000
Year 3	\$1,100,000
Year 4	\$1,600,000
Year 5	\$2,200,000
Performance Bond	
Year 1	\$500,000
Year 2	\$315,000
Year 3	\$220,000
Year 4	\$125,000
Year 5	\$40,000
<b>Total</b>	<b>\$37,400,000</b>

**B.3.2 OPTION YEAR ONE**

<b>B.3.2.1 MITS APPLICATION SOFTWARE COMPONENTS</b>			
<b>CLIN</b>	<b>NAME OF SOFTWARE PRODUCT</b>	<b>DESCRIPTION OF SOFTWARE</b> (including product description, part number, version and release no., type of license, number of licenses and/or licensed users)	<b>PRICE</b>
1	GenTax	GenTax v9 - Annual Maintenance	\$1,250,000
<b>TOTAL PRICE - MITS SOFTWARE COMPONENTS</b>			<b>\$1,250,000</b>



**B.3.2.2 MITS ADDITIONAL TASK ORDERS**

- 1) The District at its sole discretion may identify additional task orders as budgets and future needs may dictate. These task orders may include additional system interfaces, implementation of additional modules in the system, system upgrades, site rollouts and other types of systems related projects.
- 2) The Contractor shall provide the hourly rate for each labor category.
- 3) The District provides no estimated quantity of task orders.
- 4) Performance shall be made only as authorized in accordance with the Ordering Clause, G.10. There is no limit on the number of task orders that may be issued. Any task order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. The contract shall govern the Contractor's and District's rights and obligations with respect to that task order to the same extent as if the task order were completed during the contract's effective period.

CLIN	Labor Category	Hourly Rate
1	Project Manager	\$180.00
2	Application Architect Software Package Consultant	\$180.00
3	Technical Lead	\$180.00
4	Test Lead	\$180.00
5	Data Conversion Lead	\$180.00
6	Training Lead	\$180.00
7	Subject Matter Expert	\$180.00
8	Programmer/Analyst	\$180.00

<b>B.3.2.3 MITS HARDWARE, SYSTEM SOFTWARE &amp; MAINTENANCE</b>						
<b>CLIN</b>	<b>PART NO.</b>	<b>MODEL</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QTY</b>	<b>TOTAL PRICE (UNIT PRICE X QTY)</b>
1	R720	Dell	PowerEdge R720 (GenTax Database Servers)	\$10,500	1	\$10,500
2	R720	Dell	PowerEdge R720 (Virtual Host Servers)	\$15,000	1	\$15,000
3	R720	Dell	PowerEdge R720 (VMware Management Server)	\$1,000	1	\$1,000
4	ASA5520	Cisco	Cisco ASA5520 Adaptive Security Appliance	\$4,800	1	\$4,800
5	EMCVNX	EMC	EMC VNX5500 Storage Area Network (SAN)	\$90,000	1	\$90,000
6	WIN2K12	Microsoft	Microsoft Windows Server 2012 Datacenter Edition	\$21,000	1	\$21,000
7	WIN2K12	Microsoft	Microsoft Windows Server 2012 Standard Edition	\$500	1	\$500
8	WIN2K12	Microsoft	Microsoft Windows Server 2012 External Connector	\$1,000	1	\$1,000
9	WIN2K12	Microsoft	Windows Server 2012 Client Access Licenses (CAL)	\$19,000	1	\$19,000
10	SQL2012	Microsoft	Microsoft SQL Server 2012 Enterprise (2-core pack)	\$67,500	1	\$67,500
11	SQL2012D	Microsoft	Microsoft SQL Server 2012 Developer (per user)	\$1,250	1	\$1,250
12	VS2012	Microsoft	Microsoft Visual Studio 2012 Professional	\$6,875	1	\$6,875
13	ADCAP	Adobe	Adobe Captivate	\$375	1	\$375
14	VMVSPH	VMware	VMware vSphere 5.1 Enterprise (Per CPU)	\$23,500	1	\$23,500
15	VMVCNT	VMware	VMware vCenter Server 5 Standard	\$4,000	1	\$4,000
16	RGPRO	RedGate	RedGate ANTS Profiler Professional (10 user)	\$200	1	\$200
<b>TOTAL HARDWARE &amp; SYSTEM SOFTWARE COMBINED WARRANTY &amp; MAINTENANCE</b>						<b>\$266,500</b>
<b>TOTAL HARDWARE, WARRANTY &amp; MAINTENANCE –</b>						<b>\$121,300</b>

**B.3.3 OPTION YEAR TWO**

<b>B.3.3.1 MITS APPLICATION SOFTWARE COMPONENTS</b>			
<b>CLIN</b>	<b>NAME OF SOFTWARE PRODUCT</b>	<b>DESCRIPTION OF SOFTWARE</b> (including product description, part number, version and release no., type of license, number of licenses and/or licensed users)	<b>PRICE</b>
1	GenTax	GenTax v9 - Annual Maintenance	\$1,250,000
<b>TOTAL PRICE - MITS SOFTWARE COMPONENTS</b>			<b>\$1,250,000</b>

**B.3.3.2 MITS ADDITIONAL TASK ORDERS**

1) The District at its sole discretion may identify additional task orders as budgets and future needs may dictate. These task orders may include additional system interfaces, implementation of additional modules in the system, system upgrades, site rollouts and other types of systems related projects.

2) The Contractor shall provide the hourly rate for each labor category.

3) The District provides no estimated quantity of task orders.

4) Performance shall be made only as authorized in accordance with the Ordering Clause, G.10. There is no limit on the number of task orders that may be issued. Any task order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. The contract shall govern the Contractor's and District's rights and obligations with respect to that task order to the same extent as if the task order were completed during the contract's effective period.

CLIN	Labor Category	Hourly Rate
1	Project Manager	\$180.00
2	Application Architect Software Package Consultant	\$180.00
3	Technical Lead	\$180.00
4	Test Lead	\$180.00
5	Data Conversion Lead	\$180.00
6	Training Lead	\$180.00
7	Subject Matter Expert	\$180.00
8	Programmer/Analyst	\$180.00

<b>B.3.3.3 MITS HARDWARE, SYSTEM SOFTWARE &amp; MAINTENANCE</b>						
<b>CLIN</b>	<b>PART NO.</b>	<b>MODEL</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QTY</b>	<b>TOTAL PRICE (UNIT PRICE X QTY)</b>
1	R720	Dell	PowerEdge R720 (GenTax Database Servers)	\$10,500	1	\$10,500
2	R720	Dell	PowerEdge R720 (Virtual Host Servers)	\$15,000	1	\$15,000
3	R720	Dell	PowerEdge R720 (VMware Management Server)	\$1,000	1	\$1,000
4	ASA5520	Cisco	Cisco ASA5520 Adaptive Security Appliance	\$4,800	1	\$4,800
5	EMCVNX	EMC	EMC VNX5500 Storage Area Network (SAN)	\$90,000	1	\$90,000
6	WIN2K12	Microsoft	Microsoft Windows Server 2012 Datacenter Edition	\$21,000	1	\$21,000
7	WIN2K12	Microsoft	Microsoft Windows Server 2012 Standard Edition	\$500	1	\$500
8	WIN2K12	Microsoft	Microsoft Windows Server 2012 External Connector	\$1,000	1	\$1,000
9	WIN2K12	Microsoft	Windows Server 2012 Client Access Licenses (CAL)	\$19,000	1	\$19,000
10	SQL2012	Microsoft	Microsoft SQL Server 2012 Enterprise (2-core pack)	\$67,500	1	\$67,500
11	SQL2012D	Microsoft	Microsoft SQL Server 2012 Developer (per user)	\$1,250	1	\$1,250
12	VS2012	Microsoft	Microsoft Visual Studio 2012 Professional	\$6,875	1	\$6,875
13	ADCAP	Adobe	Adobe Captivate	\$375	1	\$375
14	VMVSPH	VMware	VMware vSphere 5.1 Enterprise (Per CPU)	\$23,500	1	\$23,500
15	VMVCNT	VMware	VMware vCenter Server 5 Standard	\$4,000	1	\$4,000
16	RGPRO	RedGate	RedGate ANTS Profiler Professional (10 user)	\$200	1	\$200
<b>TOTAL HARDWARE &amp; SYSTEM SOFTWARE COMBINED WARRANTY &amp; MAINTENANCE</b>						<b>\$266,500</b>
<b>TOTAL HARDWARE, WARRANTY &amp; MAINTENANCE –</b>						<b>\$121,300</b>

## **SECTION C**

### **DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

#### **C.1 INTRODUCTION**

##### **C.1.1 PURPOSE**

The Office of Tax and Revenue (OTR) within the Office of the Chief Financial Officer (OCFO) for the Government of the District of Columbia (District) requires all mission critical IT applications to meet the District's requirements. The Contractor shall provide a Modernized Integrated Tax System (MITS) for the District.

OTR requires implementation of an integrated set of one or more Commercial Off the Shelf (COTS) products to support tax functionality. This shall include:

- 1) Comprehensive functionality, including all tax types, and integrating tax administration functionality with collections functionality.
- 2) Additional functionality, including Business Intelligence/Discovery and Leads Management with decision analytics capability, which will improve productivity in making decisions.
- 3) A flexible application environment that can be rapidly configured to accommodate new business rules based on direction provided by the District. This shall occur without modifying the base code.
- 4) Electronic capture of data from source providers to enhance workflow and minimize manual data entry and associated re-verification.
- 5) Tools necessary to manage staff workloads and evaluate work product quality.
- 6) A reporting system that provides summary information for use in strategic planning and adheres to stringent auditing requirements.
- 7) A robust and trusted security layer that enables users to perform their functions while restricting access to unauthorized personnel.

##### **C.1.2 ABBREVIATIONS AND DEFINITIONS**

The following abbreviations are defined below:

Abbreviation	Definition
ACH	Automated Clearing House
BID	Business Improvement District
BMF	Business Master File
CA	Compliance Administration
CAFR	Comprehensive Annual Financial Report
CBT	Computer Based Training
CCH	City Clean Hands
CI	Criminal Investigations



Abbreviation	Definition
CIO	Chief Information Officer (specifically, Technical Groups)
COOP	Cooperative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off the Shelf Software
CP 2000	Notice of Underreported Income
CPI	Consumer Price Index
CSA	Customer Service Administration
CSR	Customer Service Representative
CTS	Correspondence Tracking System
DBA	Data Base Administrator
DBMS	Database Management System
DC	District of Columbia
DCRA	Department of Consumer & Regulatory Affairs
DPW	Department of Public Works
DMV	Division of Motor Vehicles
DOES	Department of Employment Services
EA	Enterprise Architecture
EBS	Oracle E-Business Suite
EDW	Enterprise Data Warehouse
EFT	Electronic Funds Transfer
ESB	Enterprise Service Bus
ETL	Extract, Transform and Load
ETSC	Electronic Taxpayer Service Center
FAR	Floor Area Ratio
FEIN	Federal Employer Identification Number
FOIA	Freedom of Information Act
GAAP	Generally Accepted Accounting Principles
IMF	Individual Master File
IRS	Internal Revenue Service
ITS	Integrated Tax System

Abbreviation	Definition
IVR	Interactive Voice Recognition
LSDBE	Local Small Disadvantaged Business Enterprise
MeF	Modernized eFile
MITS	Modernized Integrated Tax System
NAICS	North American Industry Classification System
NAS	Network Attached Storage
NESTOA	Northeast States' Tax Officials Association
NTE	Not to Exceed
NTP	Notice to Proceed
OCFO	Office of the Chief Financial Officer
OCIO	Office of the Chief Information Officer
OCTO	Office of the Chief Technology Officer
OCR	Optical Character Recognition
OTR	Office of Tax and Revenue
PDF	Portable Document Format
PILOT	Payment in Lieu of Taxes
PM	Project Manager
POA	Power of Attorney
PRC	Property Record Card
RAA	Revenue Accounting Administration
RAR	Revenue Agent Report
RCU	Refund Control Unit
RFI	Request for Information
RFP	Request for Proposal
ROD	Recorder of Deeds
RPA	Returns Processing Administration
RPTA	Real Property Tax Administration
SAN	Storage Area Network
SDLC	System Development Life Cycle
SOAP	Simple Object Access Protocol

Abbreviation	Definition
SOW	Statement of Work
SSN	Social Security Number
SSL	Square Suffix Lot
SUT	Sales & Use Tax
ITS	Tax Administration System
TDI	Taxpayer Delinquency Investigation
TIF	Tax Increment Financing
TIN	Taxpayer Identification Number
UAT	User Acceptance Testing
UCC	Uniform Commercial Code
WASA	Water and Sewer Authority
WBS	Work Breakdown Structure
WSDL	Web Service Definition Language
XML	Extensible Mark-up Language

## **SECTION C. 2 BACKGROUND**

### **C.2.1 DISTRICT OF COLUMBIA – GENERAL INFORMATION**

The OCFO provides executive leadership for the District's financial management services. The OCFO is responsible for the collection of taxes, regulation of businesses, accurate data used for forecasting and accounting of revenues and expenses. As part of the OCFO, OTR has the responsibility of managing the collection of taxes due to the District and to account for all revenue.

The OTR processes these tax returns: personal, fiduciary, estate, corporate and unincorporated franchise, employer withholding, sales and use, special events, tobacco, personal property, gross receipts, toll telecommunications, and motor fuel. OTR additionally processes several fees that are within the scope of this Contract. OTR also processes real property tax; however, real property tax is not within the scope of this Contract.

OTR is responsible for tax bill preparation, taxpayer services, taxpayer accounting, tax processing, revenue accounting, and reporting tax distributions. Within OTR, there are five (5) Administrations: Revenue Accounting, Compliance, Returns Processing, Customer Service and Real Property.

The OCFO requires implementation of a Modernized Integrated Tax System and the capabilities for the exchange of data with internal and external agencies, the Tax Data Storage Repository, the Historical Repository and the OCFO Enterprise Data Warehouse. The MITS project shall ensure that OCFO information processing technology:

- 1) remains current and reliable into the next decade,
- 2) provides additional discovery functionality, including using decision analytics capabilities,
- 3) ensures that the OCFO can readily respond to changing tax laws and council initiatives, and
- 4) provides a Commercial Off the Shelf (COTS) system that is both secure and auditable.

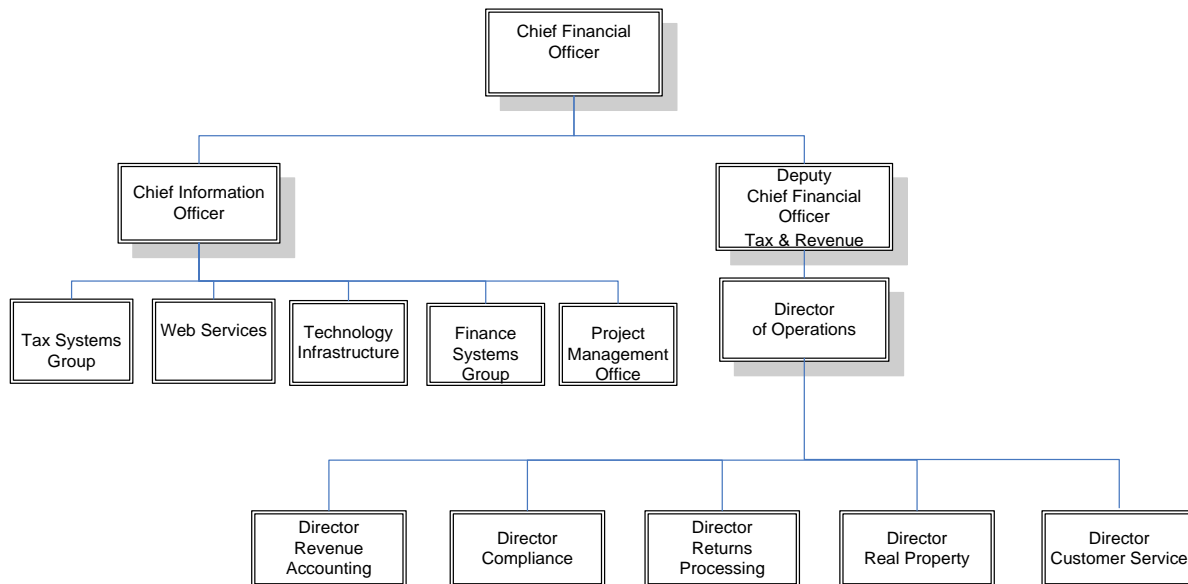
The Office of the Chief Information Officer (OCIO) does not look to own the source code of COTS products. If that code is modified specifically to fit a District application then the District shall have rights to that modified code. We do require unmodified source code to be put in escrow so in the event the Contractor goes into bankruptcy we will have access to the code.

Currently, the primary data processing system is the Integrated Tax System (ITS), a consolidated tax administration computer system that provides centralized processing for Individual Income tax, corporate income tax, employer withholding tax, and sales and use tax and several fees. The core tax system is primarily mainframe-based, written in COBOL with DB2.

The MITS solution shall have state-of-the-art electronic/internet capabilities for taxpayers to file returns and otherwise interact with the OTR, including all aspects of e-commerce.

## C.2.2 ORGANIZATIONAL STRUCTURE

### Office of Tax and Revenue



## C.2.3 OVERVIEW OF CURRENT OFFICE OF TAX & REVENUE PROCESSES

### C.2.3.1 REVENUE ACCOUNTING ADMINISTRATION (RAA)

The Revenue Accounting Administration is broken down into four (4) primary areas, Accounting Operations Unit, Financial Reporting Unit, Refund Control Unit, and Budget Operations. Some of the major processes include, Account Transfers, Bank Reconciliations, TIF/PILOT Accounting, Accounts Receivable Management, Closing Activity Reporting, Defective Check Processing, Refund Processing, and Budget Reporting.

### C.2.3.2 COMPLIANCE ADMINISTRATION (CA)

The Compliance Administration consists of approximately 200 employees and is comprised of three general areas: Audit, Collections and Criminal Investigations. The Compliance Administration is responsible for the enforcement of all tax laws administered by the OCFO. The primary functions of the Compliance Administration

include auditing, collections, criminal investigations and various discovery activities. In conjunction with these activities, Compliance handles the levying of assessments and legal enforcement. Major processes include: Case Management, Scoring, Collections, Liens, Skip Tracing, Bankruptcy, Assessments, Wage & Bank Garnishments and Attachments, Write-offs, Discovery/Compliance Initiatives, Audits and Criminal Investigations.

#### **C.2.3.3 RETURNS PROCESSING ADMINISTRATION (RPA)**

The Returns Processing Administration is the receiving agency for tax returns and payments for the OTR. Major processes include, Mail Opening/Sorting, Returns Capture, Returns Validation, Account Validation, Suspense and Exception Processing, Returns Processing, Taxpayer Accounting, Payment Receipt and Validation, Payment Allocation and Overpayment Processing.

#### **C.2.3.4 REAL PROPERTY TAX ADMINISTRATION (RPTA)**

The Real Property Tax Administration is comprised of three divisions: Recorder of Deeds, Assessment, and Assessment Services. The Recorder of Deeds (ROD) is the official repository of all land records and general public instruments for the District of Columbia. The Assessment Division is responsible for parcel management, ownership, address changes, property assessments and processing exemptions. The Assessment Services Division is responsible for applying tax rates, approving tax relief and deductions, creating billing/adjustment, managing special programs and holding tax sales.

#### **C.2.3.5 CUSTOMER SERVICE ADMINISTRATION (CSA)**

The Office of Tax and Revenue's Customer Service Administration provides assistance and information on all business, individual income, real property taxes, and related fees. The mission is to provide first class customer service to taxpayers through state-of-the-art technology via telephone, face-to-face contact and written correspondence. The administration also provides coordinated outreach efforts to inform and educate the public on tax law changes, new policies and procedures in addition to offering free tax preparation, informational brochures and tax forms.

### **C.2.4 INFORMATION TECHNOLOGY INFRASTRUCTURE**

#### **C.2.4.1 ENVIRONMENT**

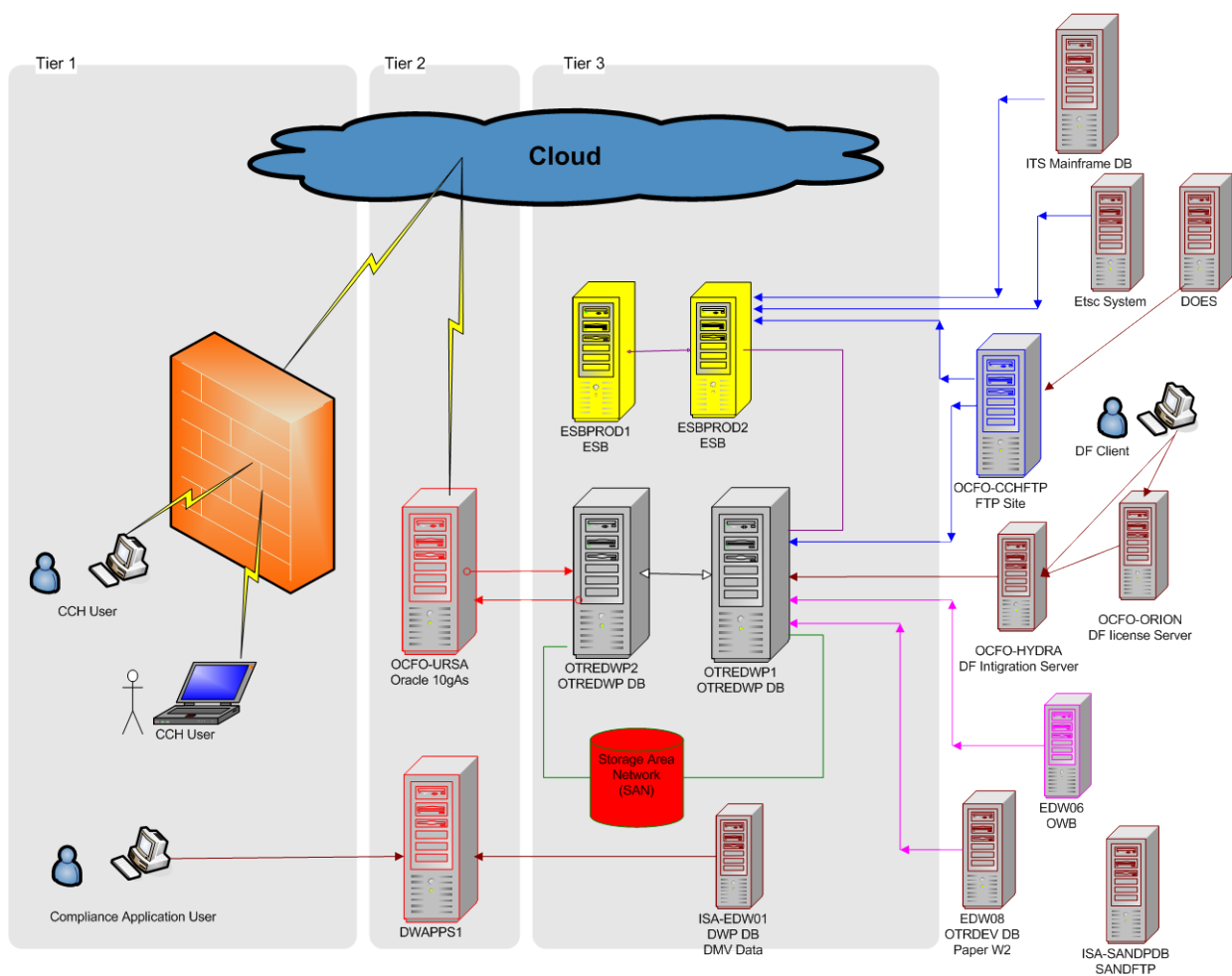
The OCFO personnel, both technical and non-technical, have the knowledge and skill to operate, support and use the existing automated systems and IT infrastructure described in this section. The MITS shall be based on the concepts of the Service Oriented Architecture (SOA) and loosely coupled systems. The MITS solution shall leverage the OCFO's Enterprise Architecture as described in this section.

The current ITS comprises several applications including a core tax system utilizing a Business Class IBM z9 2096-Q02 mainframe computer, a web site supporting tax filing, tax payment, and tax information access, and several client server applications supporting scanning/data capture, document image archival, data warehousing, Computer Assisted Mass Appraisal and client (taxpayer) relationship management.

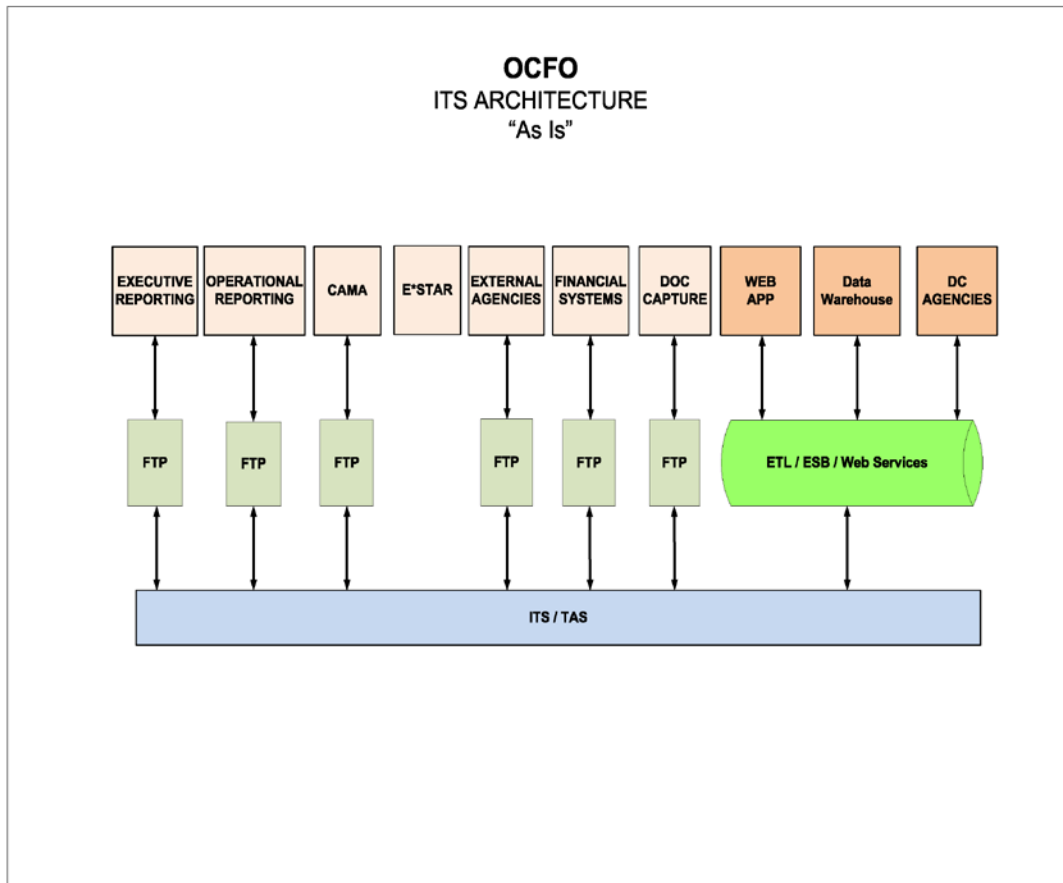


The OCFO provides centralized technical support for the Distributed Platform which is primarily comprised of Intel-servers and microcomputers operating in the MS Windows environment. There are over 150 physical and an additional 100 virtual servers, the majority of which are Dell machines running Windows 2008R2. There are two primary Storage Area Networks (SANS) an EMC CX3-80 and an EMC CX4-80. There are approximately 400 users at the 1101 4<sup>th</sup> Street SW location and approximately 1500 users within the entire OCFO. Client workstations predominantly run Windows XP with a standard desktop software configuration.

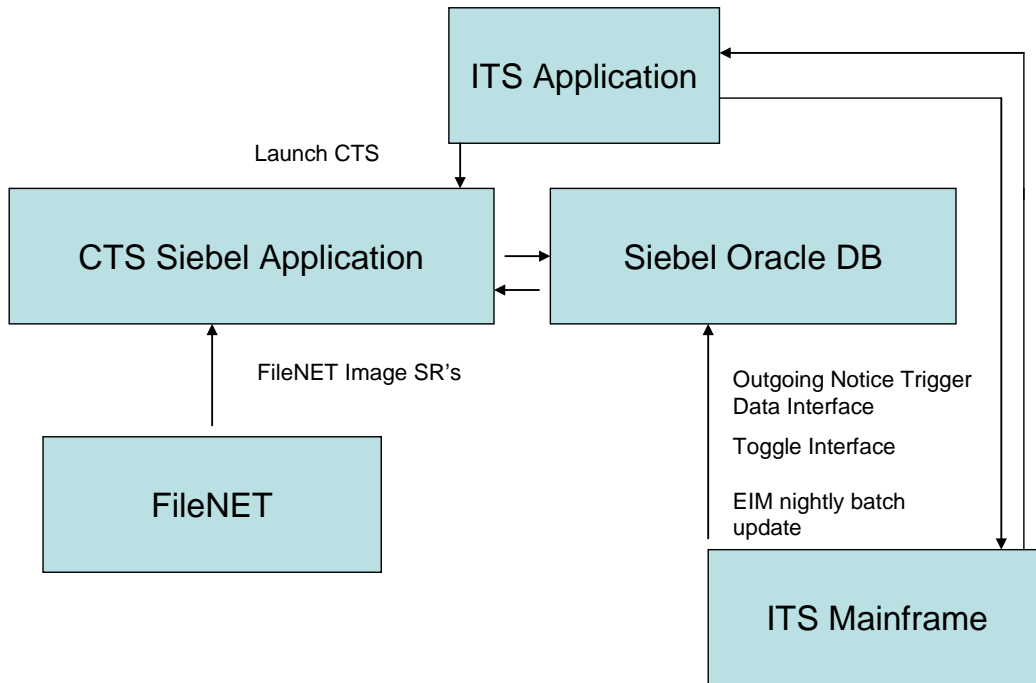
The OCFO utilizes MS Exchange 2007 as the enterprise messaging solution, controlled by the OCTO. MacAfee is used for Anti-Virus protection, also controlled by the OCTO. LanDesk is used for desktop management, software distribution and inventory control.



## 2.4.2 APPLICATIONS AND ARCHITECTURE



**CTS Functionality - Interfaces**



#### **C.2.4.2.1. City Clean Hands (CCH)**

The CCH is an Operational Data Store. The purpose of the CCH is to store liabilities from various agencies to determine if any taxpayer's liabilities are over \$100.00 to support the "Clean Hands" mandate. The "Clean Hands" Mandate stipulates that individuals and businesses, known as entities, are to be denied city goods or services if there is a debt owed to the District of Columbia of more than one hundred dollars (\$100.00) for fees, taxes, fines, penalties, or failure to file any required tax filings with the Office of Tax and Revenue. This law also stipulates that an integrated inter-agency computerized database system be developed to capture the necessary debt-obligation data to enforce this statute. The MITS shall provide liability information to the CCH data store.

#### **C.2.4.2.2. Oracle E-Business Suite (EBS)**

EBS is an enterprise-wide suite that shall be interfaced to the MITS solution. The EBS encompasses Customer Relationship Management, Service Management, Financial Management, Human Capital Management, Project Portfolio Management, Advanced Procurement, Supply Chain Management, Value Chain Planning, and Value Chain Logistics. The implementation of EBS is primarily focused on financial and project portfolio management. The EBS consists of the standard accounting modules (Accounts Receivable, Accounts Payable, Purchasing, Fixed Assets, General Ledger) as well as the Projects and Grants modules.

The EBS will receive journal vouchers from the MITS solution as an interface.

The District also requires integration between the EBS Accounts Payable module and MITS in order to offset Treasury liabilities and District liabilities when vendor payments are issued.

#### **C.2.4.3 NETWORK ENVIRONMENT**

The OCFO operates a Cisco network with a backbone of 10 Gbps and 1 Gbps connectivity to desktops and to the Internet supporting Transmission Control Protocol/Internet Protocol (TCP/IP) and Virtual Local Area Network (VLANs). Share storage is provided by a SAN using Fiber Channel or iSCSI protocol

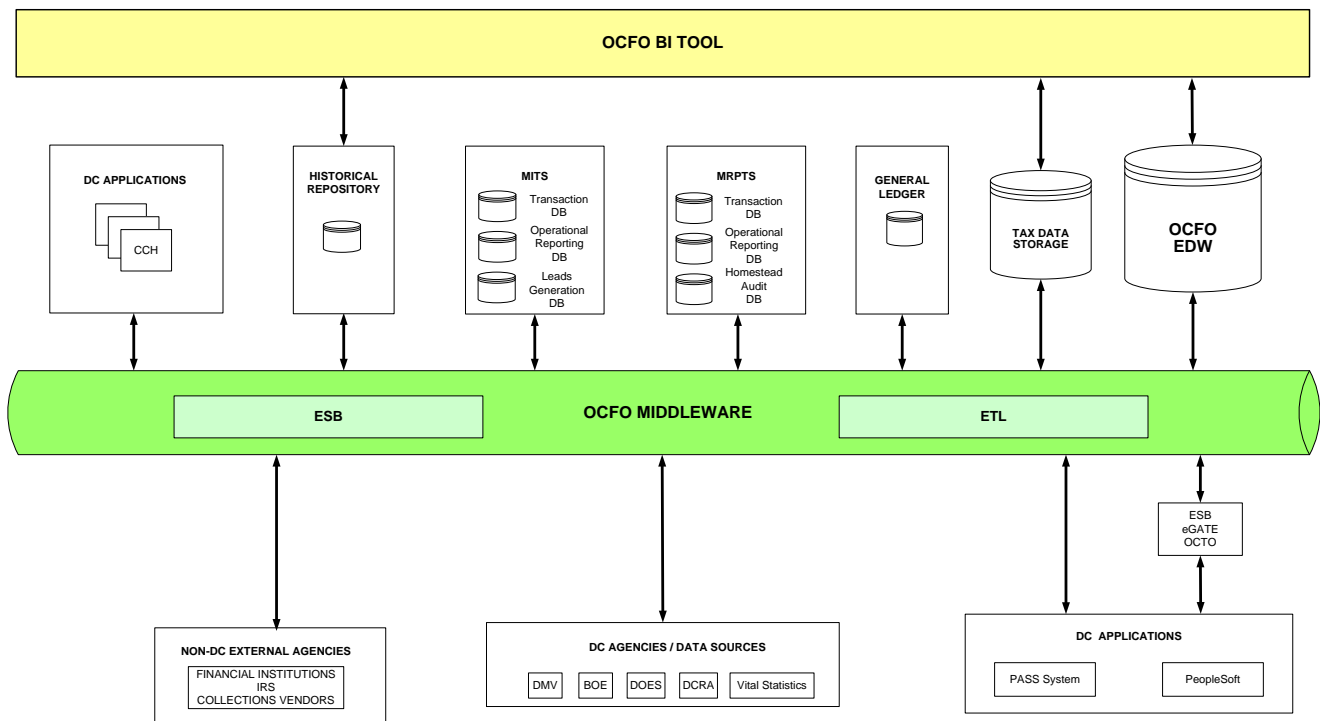
#### **C.2.4.4 ENTERPRISE ARCHITECTURE (TO BE)**

The OCFO has defined an Enterprise Architecture (EA) model founded on the concepts of the Service Oriented Architecture (SOA) and loosely coupled systems (Refer to diagram below). This architecture dictates that all communication among systems and services shall be implemented through Web Services using Extensible Markup Language (XML) messages that follow the Simple Object Access Protocol (SOAP), Web Services Description Language (WSDL), and Universal Description, Discovery, and Integration (UDDI) standard. The backbone of this architecture is the middleware layer consisting of Enterprise Service Bus (ESB)/Web Services and the Extract, Transform and Load (ETL) software tools.

The primary tenets of this architecture require the use of the following software tools for systems interfaces:

- 1) The Oracle ESB (as a part of Middleware) which combine message-oriented processing and Web Services; and the ETL (as a part of Middleware) process to communicate among different systems
- 2) The Business Intelligence and Reporting tool Cognos for all OCFO management-level reporting.

## OCFO ENTERPRISE ARCHITECTURE



The Enterprise Data Warehouse (EDW) will contain information required for OCFO executive and public-facing reports. Cognos shall be the exclusive report engine for the EDW.

The Tax Data Storage repository will contain tax-related data required for OCFO mid-management reporting as well as tax-related data required by multiple systems such as the Modernized Real Property Tax System (MRPTS) and the Modernized Integrated Tax System (MITS). The Tax Data Storage repository shall also contain and support data and processes specific to the MITS solution such as:

- 1) Department of Motor Vehicle – name, address, date of birth, social security number, license number, make of car, registration, year of car, tag number
- 2) Board of Elections – name, address, social security number, date of birth
- 3) Department of Employment Services – wage, employer information, employer EIN, address, quarterly wage for employees
- 4) Employer Monthly Data – federal, local and private industries
- 5) Payroll (District government employees)
- 6) Business Intelligence/Discovery and Leads Management (optional)

The Historical Repository will contain archived tax data from all legacy tax systems. The Contractor shall have the option to utilize the repository for archiving MITS data. All tax data in various states of pre-staging, cleansing and conversion for the purposes of loading into the MITS shall reside in the Historical Repository.

The Enterprise Service Bus (ESB) is the framework for all systems interfaces. All interfaces shall utilize web services and all web services shall work in conjunction with the ESB. Data transformation shall be accomplished within either the web services or the ESB depending on designs specific to each interface requirement.

The OCFO Enterprise Architecture model supports the use of Commercial Off the Shelf (COTS) software for the MITS.



#### C.2.4.5 Interface List.

Following is a list of required interfaces. Additional interfaces may be identified during the requirements review with the Contractor.

COMPLIANCE INTERFACES					
DESCRIPTION	DIRECTION MITS will	EXTERNAL SOURCE	FREQUENCY	DATA STRUCTURE	Notes and Fields
Receive from DMV vehicle registration data and taxpayer vehicle license data for use in asset collection and audit process	Receive from	Tax Data Storage	Real time	XML	1. Driver's License data - DL #, SS#, name, address, start and expiration date. 2. Vehicle registration - VIN #, make, model, tags, year, registration name, address.
Receive from DCRA new business registration and licenses	Receive from	Tax Data Storage	Real time	XML	
Receive from Board of Elections voter registration data for use in taxpayer validation	Receive from	Tax Data Storage	Real time	XML	
Send to Collection Agencies the collection cases,	Send to	Collection Agencies	Bi-weekly	XML or flat file	TIN, case number, name, address, liability, interest,

<b>COMPLIANCE INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
case updates and receive recalled data					penalty, debt #
Receive from Collection Agencies the status, payments and reconciliation data	Receive from	Collection Agencies	Weekly	TBD	TIN, case number, name, address, liability, interest, penalty, debt #, fees
Send liabilities for City Clean Hands	Send to	Tax Data Storage	Real time	XML	Liabilities, taxpayer FEIN,
Federal RAR processing into ITS	Receive from	IRS via Secure transfer protocol	Monthly	XML or flat file	
Federal LEVY Extract tickler file creation	Send to	IRS via Secure transfer protocol	Monthly	XML or flat file	
Federal IMF/IRTF Non-filer matching to ITS	Receive from	IRS via Secure transfer protocol	Annually	XML or flat file	
Federal LEVY Asset processing into ITS	Receive from	IRS via Secure transfer	Monthly	XML or flat file	

<b>COMPLIANCE INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
		protocol			
Federal CP2000 processing into ITS	Receive from	IRS via Secure transfer protocol	6 times per year	XML or flat file	
FNSUM file creation for STAX analytics	Send to	Secure STAX database	Quarterly	TBD	Financial Summary download from ITS for individual and corporate IMF/IRTF matching
1099-k information from IRS filed by payment settlement entities to match with District corporate tax returns	Receive from	IRS Via SFTP	Once a year	XML or flat file	
Match District liabilities with Banks operating in District area(streamlined bank attachment)	Receive From	Financial Institution	TBD	XML or flat file	

<b>COMPLIANCE INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
Interface with other states for matching liabilities	Receive From and send to	Nestoa		XML or flat file	
Automated LIEN and release processing	Send to and receive from	ROD	Daily	TBD	
State reverse Federal matching - send to Federal taxpayer non-filers and under reporting	Send to	IRS via Secure transfer protocol	Annual	XML or flat file	
Bankruptcy - Electronically transmit proof of claim to the bankruptcy court computer system.	Send to	Courts	TBD	XML or flat file	
Bankruptcy interface with the bankruptcy court computer system to automatically identify bankruptcy filings to prevent collection actions from being initiated by OTR's	Receive from	Courts	TBD	XML or flat file	

<b>COMPLIANCE INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
system through a third party.					
Bankruptcy interface with the bankruptcy court computer system to automatically identify taxpayers released from bankruptcy.	Receive from	Courts	TBD	XML or flat file	
Bankruptcy - receive from documentation (e.g., Discharge Orders, Confirmation Orders) from bankruptcy court for a case and allow the appropriate work-flow action to occur.	Receive from	Courts	TBD	XML or flat file	
Interface w/PACER for out of area bankruptcy claims	Receive from	PACER (service)	TBD	XML or flat file	
Summarized Bankruptcy Data/Payment	Send to	Tax Data Storage	Real time	XML	

<b>COMPLIANCE INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
Agreement Data					
Search for assets and audit information - Department of Employment Services (DOES)	Receive from	DOES	Monthly	XML or flat file	employer, name, address, EIN,
Credit information for scoring	Receive from	Third Party Vendor TBD	TBD	XML or flat file	
RPTA Possessory Interest Liabilities	Send to / receive from	Real Property (ITS)	Daily	XML or flat file	account number, name, address, liability, payments

<b>CUSTOMER SERVICE INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
Interface with the OTR's Customer Service IVR/ACD telephone system for taxpayer to obtain payment, refund, return, and taxpayer profile information through IVR system. Taxpayer enters ID in IVR/ACD which is sent to MITS. MITS returns the taxpayer data to the IVR.	Receive from/send to	Customer Service Telephone System (TBD)	Real time	XML	Taxpayer TIN; refund data
Interface with the OTR's IVR/ACD customer service telephone system. Send taxpayer TIN to MITS; MITS returns taxpayer payment, return, and profile data to the IVR/ACD system	Send to/receive from	Customer Service Telephone System (TBD)	Real time	XML	Taxpayer TIN; taxpayer return data as display only webpage

<b>CUSTOMER SERVICE INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
Predictive dialer will make outbound calls based on campaign criteria.	Send to	Predictive Dialer	as needed	XML or flat file	

<b>OFFSETS INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
State Income Tax Levy Program (SITLP) Receive offset requests	Receive from	IRS	Bi-weekly	XML or flat files	FEIN, SSN#, source, taxpayer liabilities
State Income Tax Levy Program (SITLP) Send payments	Send to	Bank	Weekly	XML or flat files	
Reciprocal Tax Refund Offset Program with the State of Maryland	Send to / receive from	State of Maryland	Bi-weekly	XML or flat files	



<b>OFFSETS INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
Treasury Offset Program (TOP) Receive payments	Receive from	US Treasury	Weekly	XML or flat files	
Treasury Offset Program (TOP) Send offset requests, send process will include alias name reconciliation	Send to	US Treasury	Weekly	XML or flat files	FEIN, SSN#, source, taxpayer liabilities
Child Support - Send offset report	Send to	Child Support agency	Weekly	XML or flat files notification report	
Child Support - send payments and notification report	Send to	Child Support agency	Weekly	XML or flat files notification report	
Child Support- Receive offset requests	Receive from	Child Support agency	Weekly	XML or flat files	FEIN, SSN#, source, taxpayer liabilities
DC Vendor Offset Program	Send to / receive from	OFOS	Daily	XML or flat files	

<b>OFFSETS INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
Department of Employment Services (DOES) Send payments	Send to	DOES	Weekly	ACH flat files	
Department of Employment Services (DOES) Send offset notification reports	Send to	DOES	Weekly	XML or flat files	
Department of Employment Services (DOES) Receive offset requests	Receive from	DOES	Weekly	XML or flat files	FEIN, SSN#, source, taxpayer liabilities
University of District of Columbia (UDC) Send payments	Send to	UDC	Weekly	ACH flat files	
University of District of Columbia (UDC) Receive offset requests	Receive from	UDC	Weekly	XML or flat files	FEIN, SSN#, source, taxpayer liabilities

<b>OFFSETS INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
University of District of Columbia (UDC) Send offset notification reports	Send to	UDC	Weekly	XML or flat files	
Northeast States Tax Officials Association (NESTOA) Future process to be designed. Send liabilities and payments	Send to	ACH	TBD	XML or flat files	
Northeast States Tax Officials Association (NESTOA) Future process to be designed. Receive liabilities and payments	Receive from	ACH	TBD	XML or flat files	
Send/receive debt data for individual or business for	Send to/receive from	ACH	Annual	XML or flat files	Receive Treasury transfer data?

<b>OFFSETS INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
FMS					
Send payments to Financial Management System	Send to	ACH	Annual	XML or flat files	
Receive debt hold data.	Receive from	ACH	Annual	XML or flat files	
Interface with the OTR's Central Payroll Bureau to determine if taxpayer is a District employee.	Receive from	Tax Data Storage	Weekly	XML flat files	SS#, name, address
Send/receive debt data for individual or business from OFT	Send to/receive from	OFT	Annual	XML or flat files	Receive Treasury transfer data?
Receive payments from OFT	Receive from	OFT	Annual	XML or flat files	

<b>OFFSETS INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
District Central Collections Unit (CCU) Send payments	Send to	CCU	Daily	XML or flat files	FEIN, SSN#, source, external system key, offset amount
District Central Collections Unit (CCU) Send offset notification reports	Send to	CCU	Daily	XML or flat files	
District Central Collections Unit (CCU) Receive offset requests	Receive from	CCU	Daily	XML or flat files	FEIN, SSN#, source, external system key, taxpayer liabilities

<b>REAL PROPERTY INTERFACES</b>				
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>Notes and Fields</b>
Interface with Real Property System Recorder of Deeds to send lien creation information	Send to	ROD	Near Real Time	SS# or FEIN#, lien information, lien create date,
Interface with the Real Property System Recorder of Deeds to receive lien release information	Receive from	ROD	Near Real Time	SS# or FEIN#, lien information, lien release date,
Interface with Real Property System to send and receive possessory interest liability information	Send, receive	Real Property System (within ITS)	Daily	SSL, FEIN liability amount
Interface with Real Property System for Homestead and other credits	Send, receive	Real Property System (within ITS)	Daily	SSN, demographic

<b>RETURNS PROCESSING</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
Receive Social Security Administration Death Index for validation of SSN#	Receive from	Tax Data Storage	Monthly	XML or flat file	FEIN or SS#, name, address.
Send and receive address corrections (and alias names) using Taxpayer Address Request	Send to/receive from	IRS	Weekly	XML or flat file	Social security number, FEIN number, name, address
Receive files from IRS validating taxpayer returns	Receive from	IRS	Annual	Five flat files	
Extract tax return data	Send to	Tax Data Storage	Near real time	XML	Tax return data
Interface with IRS to validate social security numbers and bulk TINs. (those TINs that have not yet been validated)	Send to/receive from	IRS via secure transfer protocol	Daily	XML or flat file	FEIN or SS#, name, address.

<b>RETURNS PROCESSING</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
send last summary return to Tax Data Storage. The returns are new or updated historical returns.	Send to	Historical Repository	Daily	XML	
Receive historical summary returns from Historical Repository for processing in MITS	Receive from	Historical Repository	On demand	XML	
Receive information from the data warehouse regarding the validity of taxpayers	Receive from	EDW	Daily	Flat file	SSN, demographic
Receive Treasury Report information from Bank(s)	Receive from	Bank(s)	Daily	XML or Flat File	All bank financial transaction data related to tax administration
Receive Tax Return Data from IRS MeF	Receive from	IRS MeF Gateway	Daily	XML	



RETURNS PROCESSING					
DESCRIPTION	DIRECTION MITS will	EXTERNAL SOURCE	FREQUENCY	DATA STRUCTURE	Notes and Fields
(Intentionally Blank)					

<b>REVENUE ACCOUNTING &amp; REFUNDS INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
Send refund check requests to DC Treasury for processing and printing	Send to	District of Columbia Treasury	Daily	XML or flat file	Account code, voucher number, taxpayer ID, name of taxpayer, taxpayer contact information, refund reason, date of request, requestor, title of requestor, final approver, title of final approver, requestor/approver contact information, requesting agency identifier, amount of refund (multiple line items, such as tax amount, interest.)
Receive refund check numbers from DC Treasury	Receive from	District of Columbia Treasury	Daily	XML or flat file	Account code, taxpayer, check #, check date, check amount.
Send rolled up account code	Send to	District's Financial	Daily	XML or flat file	Account code, transaction code,

<b>REVENUE ACCOUNTING &amp; REFUNDS INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
transactions for posting to General Ledger		System - EBS			transaction amount
Send taxpayer journal entries to General Ledger	Send to	District's Financial System - EBS	Daily	XML or flat file	
Receive taxpayer adjustments for payments (e.g., bad checks, uncashed checks)	Receive from	District of Columbia Treasury	Daily	XML or flat file	Date, voucher number, voucher status, check number
Send 1099 G and 1099 INT dollar amounts to IRS	Send to	IRS via the DC Treasury	Annual	XML or flat file	
Request a replacement check from Treasury- (May be a result of stopping a prior check request). As needed.	Send to	District of Columbia Treasury	On demand	XML or flat file	

<b>REVENUE ACCOUNTING &amp; REFUNDS INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
Identify and transfer unrepresented refund checks to the Treasury System.	Send to	District of Columbia Treasury	On demand	XML or flat file	
Create transmission file of stopped or canceled refunds to be sent to Treasury.	Send to	District of Columbia Treasury	On demand	XML or flat file	
Send refund file to Treasury to support the disbursement bank positive pay function.	Send to	District of Columbia Treasury	Daily	XML or flat file	
Interface with Treasury to track the status of a refund (e.g., that a check has been cashed or has been returned by USPS).	Receive from	District of Columbia Treasury	On demand	XML or flat file	Date, voucher number, voucher status, check number
Create ACH file of direct deposits to be sent to Treasury, including totals and	Send to	District of Columbia Treasury	Daily	XML or flat file	

<b>REVENUE ACCOUNTING &amp; REFUNDS INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
the tracking numbers associated with the refunds. (see chart)					
Receive and process direct deposit errors provided to OTR from the bank.	Receive from	Banks	DailyMeF	XML or flat file	
Automatically transfer revenue accounting entries (according to an agreed frequency) to District's Financial System - Payment Transaction Summary	Send to	District of Columbia Treasury	Daily	XML or flat file	Agency ID, fund number (or distribution account), date, accounting code, deposit ticket number, batch number, authorizing user-id, authorization user contact information. By account: account number, responsible center, balance sheet account code and associated amounts. Also total amount by payment source

<b>REVENUE ACCOUNTING &amp; REFUNDS INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
					(lockbox, GOV1, manual entry.
Automatically transfer information sent by banks (e.g., receipts, refunds) to MITS Revenue Accounting module	Receive from	Banks	Daily	XML or flat file	
Automatically send fund distribution dollars to District's Financial System (E-Business Suite) and to Tax Data Storage.	Send to	District of Columbia District's Financial System (EBS) and Tax Data Storage	Daily	XML or flat file	
Receive daily file of deposits from banks	Receive from	Banks	Daily	XML or flat file	
Status of direct debits and credits.	Receive from	OFT		XML or flat file	

<b>REVENUE ACCOUNTING &amp; REFUNDS INTERFACES</b>					
<b>DESCRIPTION</b>	<b>DIRECTION MITS will</b>	<b>EXTERNAL SOURCE</b>	<b>FREQUENCY</b>	<b>DATA STRUCTURE</b>	<b>Notes and Fields</b>
Request bank account fund transfers - request transfers from one bank account to another through the external Treasury (e.g., third party transfers and for an SUT payment from a non-TIF bank account to a TIF bank account).	Send to	District of Columbia Treasury	On demand	XML or flat file	

## **SECTION C.3                      CONTRACTOR STAFF QUALIFICATIONS**

### **C.3.1                      CONTRACTOR'S KEY PROJECT STAFF**

The Contractor shall provide as its key staff: a Project Manager, Application Architect, Training Lead, Technical Lead, Test Lead, Conversion Lead, and other staff as required.

**Project Manager** who has managed at least three projects similar in scope to the MITS project, and who shall be assigned to the project full-time. Similar in scope is defined as being of a similar magnitude to the replacement of an integrated tax system or other legacy tax system with a modernized integrated tax system.

Duties: Performs day-to-day management of the MITS project, identifies issues and risks, and recommends possible issue and risk mitigation strategies associated with the project. Develops and maintains a project plan with tasks, staff assignments, timelines, dependencies and durations. Is responsible for ensuring that work performed is within scope, consistent with requirements and delivered on time and within budget. Monitors issues, facilitates issue resolution and provides up-to-date status reports. Demonstrates excellent writing and oral communication skills.

Education: Bachelor's Degree from an accredited college or university.

Certification: Project management certification from a recognized organization, such as PMI. Experience: At least five (5) years' experience managing IT projects similar in size and scope to the MITS project, and experience in a leadership position on at least three projects for the MITS product used for the Contract that were delivered on time and within budget. The District views the MITS solution as one cohesive product; therefore, the experience shall be related to an integrated tax solution.

**Application Architect/Software Package Consultant Lead** who is an expert in the technical and design architecture of the MITS COTS product used for the Contract, and is assigned to the project full-time.

Duties: Leads the effort in providing technical architecture and design recommendations based on extensive IT knowledge as well as experience in deploying and tuning the products constituting the MITS solution. Works with the Application Analyst(s) to configure the MITS application; and assists in design and development of customizations; testing and implementing the system.

Education: Bachelor's Degree from an accredited college or university in Computer Science, Information Systems or other related field.

Experience: At least four (4) years of experience as an architecture analyst on IT projects similar in size and scope as the MITS project, and a minimum of two (2) years experience implementing the integrated tax COTS product(s) used for the Contract and is experienced in COTS configurations.



**Technical Lead/Analyst** who shall be an expert in the technical operation of the MITS COTS product used for this Contract.

Duties: Leads the effort in providing technical recommendations based on extensive IT knowledge as well as experience in deploying and tuning the products constituting the MITS solution. Designs and develops customizations; performs performance and stress testing (with Test Lead), and implements system. Ensures integration of the MITS application with OTR's existing infrastructure.

Education: Bachelor's Degree from an accredited college or university in Computer Science, Information Systems or other related field.

Experience: At least four (4) years of experience as a technical expert on IT projects similar in size and scope as the MITS project, and a minimum of two (2) years experience implementing the COTS product(s) used for this Contract.

**Test Lead** who shall be assigned to the implementation of the MITS project and who is an expert in the testing of the MITS COTS product used for this Contract.

Duties: Leads the effort in writing the test plan, tests customizations, writes and executes system test scripts, works with the Technical Lead in Performance testing, training and assisting the District in UAT testing, and performing production testing.

Education: Bachelor's Degree from an accredited college or university in Computer Science, Information Systems or other related field.

Experience: At least four (4) years of experience as a testing expert on IT projects similar in size and scope as the MITS project, and a minimum of two (2) years experience testing the MITS COTS product used for this Contract.

**Data Conversion Lead** who shall be an expert in the conversion of legacy data into the MITS COTS product used for this Contract.

Duties: Leads the effort in planning the data conversion, working with the District in mapping the legacy data to the COTS product, performs the mock conversions, tests the data in the data conversion, reports on the trial conversion results, and performs the final conversion.

Education: Bachelor's Degree from an accredited college or university in Computer Science, Information Systems or other related field.

Experience: At least four (4) years of experience as a data conversion expert on IT projects similar in size and scope as the MITS project, and a minimum of two (2) years experience performing data conversion for the MITS COTS product used for this Contract.

**Training Lead** who is an expert in planning and executing training of the MITS COTS product used for this Contract.

Duties: Leads the effort in planning and executing the training for the MITS solution and is also responsible for creating up-to-date training documentation materials.

Education: Bachelor's Degree from an accredited college or university

Experience: At least four (4) years of experience as a training expert on IT projects similar in size and scope as the MITS project, and a minimum of two (2) years experience training on COTS product(s) used for this Contract.

**At least one Integrated Tax Subject Matter Expert (SME)** who is an expert in the functionality provided by the Contractor's solution and in migrating existing tax operations and staff to the new solutions.

Duties: Provides an in depth understanding of the functionality provided by the products used in this Contract. Assists the team in leveraging the new functionality to accommodate existing business functions and developing a migration strategy for configuring and transitioning from current operations to the new system.

Experience: At least five (5) years of experience in integrated tax systems, and a minimum of two (2) years' experience serving as an SME with the Contractor's product.

### **C.3.2 CONTRACTOR PERSONNEL**

All Contractor personnel shall be available during OTR's normal work days (Monday through Friday, excluding District holidays) and normal hours of operation. The Contractor's Project Manager shall notify the COTR of key staff's extended leave and telework requests, which shall be coordinated with and approved by the COTR. The Contractor's key project staff shall be required to work on site during the following phases, and as required:

- Requirements, development of an operations migration strategy and plan;
- Design walk-throughs of customizations/configurations; and,
- System and performance testing, training, and installation;

All Contractor personnel working on-site at OTR offices may utilize OTR provided workstation computer equipment to manage and implement the MITS solution. OTR will configure the workstations with the operating system, email and MS Office 2007 or Microsoft Project Server 2010 provided by the District.

The Contractor shall provide, install and configure software specific to the implementation and maintenance of the MITS solution.

## **SECTION C.4 CONTRACTOR REQUIREMENTS**

### **C.4.1 SUMMARY OF CONTRACTOR RESPONSIBILITIES**

- 1) The Contractor shall be responsible for the design, development, installation, configuration, testing, implementation and training of the District solution.
- 2) The Contractor shall ensure that the District solution operates properly and meets all of the District's requirements as stated in the Statement of Work (SOW).
- 3) The Contractor shall provide a full complement of resources and services to ensure the successful implementation and operation of the MITS solution.
- 4) The Contractor shall provide migration planning, training, knowledge transfer, and support to the District staff to use and support the MITS solution.
- 5) The Contractor must provide MeF as a part of the MITS solution. The Contractor may interface to the OTR's existing MeF solution subsequent to at the discretion of the OTR.
- 6) The Contractor shall provide a signed Attachment J. Confidentiality and Non-Disclosure Affidavit prior to commencement of services under the contract.

### **C.4.2 SYSTEM DEVELOPMENT LIFE CYCLE METHODOLOGY**

The Contractor shall use an appropriate COTS system development life cycle methodology to produce the MITS solution. The Contractor shall base their steps on the Contractor's system development lifecycle, and shall include:

- 1) Project Initiation
- 2) Requirements Validation and Gap Analysis
- 3) Customization Design
- 4) Implementation Planning
- 5) Software Configuration
- 6) Data Conversion
- 7) Testing: unit, integration, systems, performance, stress, UAT, and production
- 8) Training and Documentation
- 9) Installation

### **C.4.3 DATA CONVERSION AND MIGRATION REQUIREMENTS**

#### **C.4.3.1 PLANNED DISTRICT PRE-CONVERSION EFFORT**

The OTR will build a centralized staging database that will house the legacy data. The District plans on cleansing the data in this database in order to provide this data to the Contractor for the conversion to the new system. The District will build a data dictionary that describes the legacy data. The planned data dictionary fields are: Database Name, Table Name, Column Name, Data Type, Size, Is Nullable, Is Primary Key, and Description.

The Contractor shall provide the District a format for extracting the necessary data from the centralized staging database to the new system. The scope of this data shall include: Returns, Taxpayer profiles, Cases, Financial Transactions, Registrations, and Notes. The Contractor may propose a different pre-conversion effort, acceptance of which as it the sole discretion of the OTR.

#### **C.4.3.2 DATA CONVERSION AND MIGRATION PLAN**

The Contractor shall prepare a Data Conversion and Migration Plan to convert data from the existing applications and systems into the new MITS solution. The District will create a staging area in the Historical Repository before the Contractor implementation. The District will cleanse the data in the staging area eliminating duplicates, resolving conflicts, etc. The Contractor shall then be responsible for converting the data from the CIO staging database to the target solution. The Data Conversion and Migration Plan shall, at a minimum, cover the “who, what and when” aspects for data conversion and migration and include:

- 1) Data mapping from the CIO staging data structures to the new MITS structure;
- 2) A detailed plan for resolving duplicate data elements including indication of record of source;
- 3) Data transformation processes needed to adhere to the new MITS structure;
- 4) Description of the verification process and validation reports that will be used to ensure all data was migrated;
- 5) Descriptions of all files required by MITS and data sources for those files;
- 6) Roles and responsibilities of Contractor personnel and the CIO personnel; and,
- 7) Conversion schedule (and phases, if applicable)

#### **C.4.3.3 CONTRACTOR CONVERSION RESPONSIBILITIES**

The Contractor shall:

- 1) Detail the business data required for conversion as required by the new system;
- 2) Work in conjunction with the business SMEs in determining which business data will be converted;
- 3) Develop a detailed conversion plan, including the documenting of the conversion rules;
- 4) Refine the format for the extract conversion files or staged database with assistance from the District;
- 5) Create and test ETL procedures that allow for migration of data from the CIO staging database to MITS;
- 6) Map the legacy fields from the CIO staging database to new system with the assistance of the District;

- 7) Use ETL tool to transform and load the data from the Agency extracted conversion file(s) or staged database into new system;
- 8) Develop data test plan;
- 9) Develop edit and translation rules;
- 10) Perform mock conversions and data tests;
- 11) Produce data conversion validation and exception reports, and produce an exception database for analysis;
- 12) Troubleshoot and correct conversion program, and adjust the edit and translation rules;
- 13) Partner with the CIO staff to ensure that the data in the Contractor staging area is correctly cleansed;
- 14) Produce data conversion validation reports;
- 15) Perform final data conversion, and ensure that the final conversion is complete and accurate; and,
- 16) Obtain District signoff approval that the final conversion is complete and accurate.
- 17) Provide training for District employees

#### **C.4.3.4 DATA SOURCES**

##### **C.4.3.4.1 Business Data**

The majority of the business data shall be converted from the CIO staging database, or Contractor proposed and accepted database, that contains consolidated and cleansed business data from disparate legacy systems. There are a few external system data that will also be converted that are not included in the CIO staging database. These are:

- 1) Compliance Audit Individual Income, Protest, Excise, Interstate Business, Print Lien, Bankruptcy, Contract, Master and CSA Transmittals
- 2) Audit Work papers – which are currently in a standard Excel worksheet format will not be subject to conversion.

##### **C.4.3.4.2 Images**

The image indices that will require conversion are the IDCS return and tax related FileNet P8 image indices that are also currently maintained in the ITS to allow image access from the mainframe. The image indices shall be converted so that the MITS solution will be able to retrieve the stored images.

#### **C.4.3.5 DATA CONVERSION SCOPE**

##### **C.4.3.5.1 Functional Data Scope**

###### **C.4.3.5.1.1 Returns Scope**

- 1) All current year and the immediate past three years of returns data.
- 2) For older returns, all returns (with all detailed line items) that are in suspense and review, active audits, collections, CI cases, or have unsettled accounts.
- 3) For those returns that will be stored in the Historical Repository external to MITS, MITS will require the ability to convert the return data from read only to live data if an amended return is filed, or other transactions need to be done that affect the return.

C.4.3.5.1.2 Fed/State (MeF)

- 1) Data from IRS and States for prior years will be stored in the external Tax Data Storage Repository.

C.4.3.5.1.3 Profile Scope

- 1) All taxpayers with open accounts in the current system will be converted – the taxpayer identifications, names, addresses, and other contact information.
- 2) Any active profiles without an end date unless there are no returns filed in the immediate past 2 years.
- 3) Bank account and assets data associated with taxpayers that we convert.
- 4) If profiles meet the above criteria, maintain the relationships between entities, such as primary and spouse.
- 5) Related parties of taxpayers we convert, such as officers and third parties.
- 6) No duplicate profiles may be converted. These must be resolved before conversion.

C.4.3.5.1.4 Cases Scope

- 1) All cases that are not closed. These include: open cases, on-hold, bankruptcy cases, and all cases that are in our outsourced collection agencies.
- 2) Closed cases that have been closed earlier than 6 months immediately preceding.
- 3) If a case is not closed, then all cases of any status that are attached to the taxpayer will be converted.
- 4) Cases must be converted keeping the integrity of the legacy case stage.
- 5) Cases should be consolidated.
- 6) Liens

C.4.3.5.1.5 Financial Transactions Scope

- 1) All open liabilities
- 2) All account transactions associated with accounts engaged in non-closed cases and active returns.
- 3) Those account transactions which are associated with the tax periods covered in a case.

- 4) Estimated payments that have not yet been applied.
- 5) Pending refunds in suspense or review
- 6) Payments in suspense or review
- 7) Any transactions that may require correction; that is, transactions that are in a stage between data entry and processing within the system that require a correction in order to process

C.4.3.5.1.6 Images – all indexes of images from IDCS and FileNet P8 (related to the tax system)

- 1) The indexes from these image archive systems will require conversion to the new system so the new system is able to access these images.

C.4.3.5.1.7 Registrations (FR500s)

- 1) All FR500s that are not end-dated. (A database will be built for the FR500s).

C.4.3.5.1.8 Notes

- 1) Convert notes in read only format without extracting any data fields.
- 2) Only the notes that are related to active taxpayers, returns, and accounts.

C.4.3.5.1.9 Documents (other than images)

- 1) no conversion of documents that are not images

#### **C.4.3.5.2 Read-only Data Scope**

Ten years of readable summary returns (last snapshot of returns including all detail line items) can reside in the Historical Repository, and thus would not be in scope for MITS conversion.

#### **C.4.3.5.3 Phased Conversion**

The Contractor shall work with the District to finalize the conversion phases based on the District's review, acceptance, and approval.

#### **C.4.3.6 DATA CONVERSION APPROACH**

The Data Conversion and Migration Plan shall describe the Data Conversion process and expected results. The required steps shall include:

The District will:

- 1) Pre-validate Data and provide an accurate inventory and detailed picture of the data within the extract files or staging area;
- 2) Extract legacy data into the CIO staging area and develop data dictionary;
- 3) Assist the Contractor in mapping the legacy data to the MITS;
- 4) Extract legacy data from the CIO staging area into extract files that will be used for conversion into the Contractor staging area. (The Contractor shall also have

the option to propose extracting the legacy data from the staging database and loading directly into the target database.);

- 5) Assist the Contractor in developing a plan for cleansing the Contractor staged data;
- 6) Analyze the Contractor staged data to determine if duplicate or inconsistent data exists, and validate the cleansing process; and,
- 7) Approve all data converted and loaded into MITS.

The Contractor shall:

- 1) Map the legacy data residing in the CIO staging area to the MITS;
- 2) Provide the format and rules to produce the extract files or staging database;
- 3) The Contractor shall assist the CIO in extracting the legacy data from the CIO staging database into extract files that will be used to populate the Contractor prepared staging area for cleansing. (The Contractor shall also have the option to propose extracting the legacy data from the staging database and loading directly into the target database.);
- 4) Define a preliminary set of conversion edit and translation rules to be reviewed, approved and accepted by the District;
- 5) Validate, transform, and format the data into the Contractor staging area;
- 6) Develop a plan for cleansing the data, including a method and algorithm rules to extract problematic records, such as duplicate or inconsistent data;
- 7) Assist the District in analyzing the staging data to determine if duplicate or inconsistent data exists;
- 8) Work with the District personnel to validate the cleansing process;
- 9) Convert the staged data into the MITS database and verify conversion results using reconciliation reports generated throughout the conversion process. The Contractor shall provide evidence of conversion success or failure;
- 10) Analyze error reports to review errors and determine corrective actions. The errors shall be classified as fatal, non-fatal, and auto-corrected;
- 11) Refine the edits and translations to incorporate new conversion rules to be approved by the District. The Contractor shall provide reports to the District for unresolved conversion problems; and,
- 12) Perform the final conversion, and produce final results that the conversion has been completed successfully.

#### **C.4.3.6.1 Use of Mock Conversions**

The Contractor shall provide mock conversions as simulation testing of the actual data conversion process. These trial runs shall monitor performance problems, sequence automated and manual conversion activities, test verification rules, test data dependencies, and test data conversion algorithms. Conversion Control Reports shall ensure that the data integrity is maintained throughout the conversion process. Control



reports shall be used to monitor the acceptance limit defined by the District and to identify whether records were lost during the mock conversion process. The detail shall include checking record counts and check control values. These reports shall be reviewed, accepted, and approved by the District.

#### **C.4.3.6.2 Conversion Repository**

An up-to-date repository describing the data in the MITS database shall be maintained by the Contractor throughout the conversion in the Historical Repository. The Contractor shall describe how the conversion repository will be created and maintained.

#### **C.4.3.6.3 Tools**

The Contractor shall provide a list of and the tools for loading data into the MITS data structures.

#### **C.4.3.6.4 Training**

The Contractor shall provide training to OTR personnel for data clean-up and migration of the legacy data to the MITS.

#### **C.4.3.6.5 Logistics**

The conversion shall be done onsite at the OTR location.

### **C.4.4 INTERFACE REQUIREMENTS**

#### **C.4.4.1 CONTRACTOR RESPONSIBILITIES**

**C.4.4.1.1** The Contractor shall support interfaces needed to provide a complete functional solution. The MITS solution shall provide an efficient interface for each functional process that needs to access, receive, send or otherwise utilize external data.

**C.4.4.1.2** The Contractor shall analyze, design, implement, test and document all interfaces (event or frequency based) to the MITS System. The interfaces shall include all current interfaces, future interfaces described in this section, and internal interfaces that are identified during the Design Phase. The Contractor shall streamline current business processes for MITS so that interfaces will be constructed to electronically send data to and from the external systems.

**C.4.4.1.3** The Contractor shall develop interfaces using a full development lifecycle including the following activities:

- 1) Development of detailed specifications
- 2) Obtain OTR sign-off (both functional and technical)
- 3) Design
- 4) Construction
- 5) Installation
- 6) Test

- 7) Implement
- 8) Document all interfaces

**C.4.4.1.4** The Contractor shall design, develop, and implement web services utilizing the Web Service Definition Language (WSDL) to meet all interface requirements.

**C.4.4.1.5** The Contractor shall utilize industry best practice message format languages such as XML within all interface processes to enforce the OCFO EA Model concept of loosely coupled systems.

**C.4.4.1.6** The Contractor shall utilize industry best-practices protocols such as SOAP for exchanging structured information in the implementation of web services.

**C.4.4.1.7** The Contractor shall utilize an ETL tool such as Informatica or Oracle Fusion that supports industry best-practices development and configuration standards for all data extraction/load processes.

#### **C.4.4.2 INTERFACE PLAN**

The Contractor shall provide an Interface Plan that encompasses the project management and full lifecycle of interface development. The Plan shall cover the identification of the standard interface environment for development and testing, resolution of data translation issues, and shall recommend appropriate strategies and approaches. The Plan shall also include an interface project plan that contains a schedule of all tasks, resources and timelines; and addresses the sequence in which the interfaces shall be developed and implemented. Any temporary interfaces required shall also be included in this plan.

In the plan all deliverables associated with each phase of the lifecycle shall be clearly defined in the Plan. Operational and technical representatives from the District and the COTR shall approve each deliverable prior to proceeding to the next stated task.

#### **C.4.4.3 EXTERNAL DATA SOURCES**

The following primary and external data sources and systems shall be incorporated in MITS:

- 1) **The external Tax Data Storage Repository and/or the Enterprise Data Warehouse.** Any data that is deemed to be useful outside of the MITS system will also be stored in one or both of these data storage areas external to the MITS solution. Examples of such data are legacy returns, summary returns from MITS (most recent complete taxpayer return for a given period), W-2 information, and data from external agencies, such as DMV, DCRA, and Voter Registration. The Contractor shall have the option of using the Tax Data Storage repository as the location of the Business Intelligence/Discovery and Leads Management database, (or the Contractor may propose its own integrated database capability for approval by the District). Data in these storage areas will serve as a repository of

data for OCFO users other than MITS users. This data can also be used for compliance and validation matching.

- 2) **Banks and Financial Reporting Institutions:** This interface must allow the Receiving of electronic payments from taxpayers – EFT, credit cards, lockbox, and check 21 images. This interface also includes information on credit card payments, electronic payments, e-checks, ACH payments and lock box payments.
- 3) **The OCFO's System Of Accounting and Reporting (SOAR), Oracle E-Business Suite (EBS):** This system supports a number of financial capabilities that shall communicate with MITS. MITS will provide EBS account codes, and journal vouchers.
- 4) **The OCFO Treasury System** -This system supports a number of financial capabilities. The main interfaces between MITS and the Treasury system will be refund processing, direct deposits, offsets, and distributions.
- 5) **Document Imaging** –The image repository for returns, correspondence, payments, and documents is the ITS Image Archive. The indexing is stored in FileNet P8. The Document Imaging functionality of MITS is required to integrate with the Image Archive for storing and retrieving the document images. The application shall integrate with the Image Archive FileNet P8 Content Management System via interfaces that would ensure the efficient transfer of large images from the image repository to the application. Web Services and the ESB shall be used for integration with the client application as stipulated in the OCFO EA model.

The OTR shall use IDCS for paper returns processing functionality including data capture, data review, data repair, check remittance and remittance balancing with MITS.

- 6) **Outsourcing collection agencies** - MITS will be sending liability cases and data updates to cases to the agencies, and agencies will be sending progress reports on the collection cases they are assigned.
- 7) Federal files that will be used for matching programs – **IRTF, IMF, and BMF** files. These files will be used for validation of taxpayer information including TIN, address, tax adjustments and return adjustments.
- 8) **ITS-(Real Property functionality)** - MITS will be communicating to ITS sending system liens and releases on liens and validating certain data for taxpayers claiming real property tax credits.
- 9) **Telephone Customer Service System (TBD)**– This interface will require electronic exchange of data from MITS to the Customer Service Telephone system for customer support. A TIN input from the Customer Service system will interface with MITS to pull taxpayer data to feed the Customer Service system In addition, MITS shall export outgoing call data for Compliance campaigns to make automated calls.

- 10) **External Agencies and Treasury** – these interfaces will be used for the MITS offset programs. The payment interfaces will be either with ACH or the District Office of Finance and Treasury (OFT).

#### **C.4.4.4 AUTOMATED INTERFACES REQUIREMENTS**

The Enterprise Service Bus (ESB) is the framework for all systems interfaces. All interfaces shall work in conjunction with the Oracle Middleware. Data transformation shall be accomplished within either the web services or the ESB depending on designs specific to each interface requirement.

The OCFO Enterprise Architecture model requires implementation of web services for all interfaces between the MITS and external systems/data sources. The Contractor shall design, develop, and implement all software components for each required interface process to include the following:

- 1) The data extraction process within MITS;
- 2) The data load process within MITS.
- 3) The web services required to call the MITS data extraction processes, using the Oracle Middleware to interface with all external systems/data sources;
- 4) The web services required to call the MITS data load processes, using the Oracle Middleware to interface with all external systems/data sources;
- 5) The web services required to receive and send the data from all interfacing systems/data sources using the Oracle Middleware;
- 6) For the OCFO Tax Data Storage repository, the OCFO Historical Repository, the OCFO EDW and the OCFO DC Wide applications, the Contractor shall design, develop and implement the data load process required within these system/data stores.
- 7) For the OCFO Tax Data Storage repository, the OCFO Historical Repository, the OCFO EDW and the OCFO DC Wide applications, the Contractor shall design, develop and implement the data extract process required within these system/data stores;

#### **C.4.5 TESTING APPROACH REQUIREMENTS**

The District defines testing as the process of evaluating a system to verify that it meets requirements. This testing protocol shall execute the software and evaluate its operation for conformance to requirements. Testing shall occur for each of the modules/components that are implemented.

**C.4.5.1** The Contractor shall submit a comprehensive MITS Test Plan that delineates the test procedures and methods used for all phases of testing. This test plan shall cover:

- 1) Unit Testing (for customized components only);
- 2) Configuration Testing;
- 3) Integration Testing;
- 4) System Testing;
- 5) Data Conversion/Migration and Interface Testing;
- 6) Performance and Stress Testing;
- 7) Security Testing;
- 8) Regression Testing;
- 9) Installation Testing;
- 10) Recommended Approach for User Acceptance Testing;
- 11) User Acceptance Training;
- 12) Test Data Preparation;
- 13) Testing Metrics;
- 14) Testing Tools;
- 15) Problem Tracking;
- 16) Recording Test Results;
- 17) Resolution of all system problems that arise during testing; and,
- 18) Testing Schedule

**C.4.5.2** The Contractor shall establish a Functional Requirements Traceability Matrix to track each requirement through the design, development, testing, production and implementation. The Traceability Matrix shall be used to verify that each of the MITS functional requirements has been satisfied.

The Test Plan shall be approved by the COTR prior to any testing. The Contractor shall meet with the COTR on a weekly basis to report progress on the testing and review the nature and number of outstanding system problems.

### **C.4.5.3 The Contractor's Overall Responsibilities**

**C.4.5.3.1** Contractor responsibilities include the preparation of test plans, test scenarios, test cases, test scripts, test data, and expected results for the entire system, including any preexisting or framework software. Although the Contractor is responsible for system test planning, test validation and performance monitoring, the District staff will participate in these activities to ensure that the Contractor-built test scripts and test results are accurate. The Contractor shall use this process to promote knowledge transfer from the Contractor to District employees.

**C.4.5.3.2** The Contractor shall plan, design, and implement a test environment that replicates the production environment. Each module shall undergo a system test cycle. The compatibility of all modules for the entire system shall be tested when all modules have been completed. The Contractor shall set up the system test environment with sufficient data and capabilities to replicate the production environment at OTR.

**C.4.5.3.3** The Contractor shall derive test scripts from traceable user requirements. Tests to be performed include: end-to-end application testing; backup and recovery testing; and installation testing.

**C.4.5.3.4** The Contractor shall implement a tracking tool for system problems. The Contractor shall provide the capability to track expected versus actual test results, and to track all errors, problems, and resolutions. This reporting mechanism shall include statistics for tests completed, errors identified, rework efforts and retesting efforts.

The COTR shall review, approve, and accept the system tests results.

**C.4.5.4 The Contractor's Comprehensive Testing Contractor Tasks:**

- 1) Develop Test Plan(s);
- 2) Prepare and execute a plan for resolution of all system problems;
- 3) Establish the test environment;
- 4) Establish a system problem tracking tool;
- 5) Prepare test data;
- 6) Prepare testing metrics for all phases of testing;
- 7) Design and conduct all system testing phases;
- 8) Document test results;
- 9) Resolve all system problems, prioritized by criticality, and perform appropriate regression testing;
- 10) Populate the Traceability Matrix with testing results; and,
- 11) Prepare a Summary Test Report upon completion of all testing summarizing the results of the testing metrics

**C.4.5.5 Contractor General Deliverables:**

- 1) Comprehensive Test Plan (for all phases of testing);
- 2) Executed tests and results (for all phases of testing). Includes updating of appropriate traceability matrices;
- 3) Summary Test Report;
- 4) Conference Room Pilot; and,
- 5) Configuration Report

**C.4.5.6** The Contractor shall use its own testing tools and licenses. The Contractor shall provide evidence that the testing tools can perform the appropriate load and stress testing, are stable, and can meet the requirements of the required throughput.

#### **C.4.5.7 TEST PHASES**

##### **C.4.5.7.1 Unit Testing (for customized components only)**

The purpose of Unit Testing is to verify the functionality of the software unit. Unit Testing is performed by a developer (programmer) in the contracting organization.

##### **C.4.5.7.2 Configuration Testing**

Configuration testing shall confirm that the environment has been configured and implemented properly. This testing shall verify that the configurations conform to specifications, and that groupings of related configurations perform in an integrated and consistent manner.

##### **C.4.5.7.3 Integration Testing**

Integration testing shall verify the functionality of multiple units as well as the interfaces between the modules. The interface paths between the modules shall be tested.

##### **C.4.5.7.4 System Testing**

The purpose of System Testing is to verify the functionality and operability of a deliverable software system. This includes verifying interfaces between independently delivered systems/products in a systems environment within an operations/production platform.

##### **C.4.5.7.5 Data Migration/Data Conversion Testing**

Data conversions shall be tested progressively. There shall be testing of the mock conversions that simulate the actual data conversions. For this testing, the Contractor shall check record counts, check control values and review of the converted data. Once the mock conversions are successful, there shall be final testing when the data is loaded into the production systems.

##### **C.4.5.7.6 Interface Testing**

Expected inbound and outbound interfaces shall be tested during System Test and UAT for each project phase. These shall be tested with test files created according to the defined file formats and expected transaction volumes. Corresponding data shall be created in the system before running tests. Inbound files shall be tested to confirm that they can be read into MITS. The creation of outbound files shall be tested to confirm that they are being created in the correct layout and expected transaction volumes. Temporary interfaces shall also be tested as part of this exercise.

##### **C.4.5.7.7 Performance Stress Testing Performance Stress Test**

The Contractor shall plan, execute and document results from the performance/stress test. A stress test shall be performed to ensure that the system performs as required with production volumes of data. The Contractor shall prepare and load test data, perform stress testing, correct problems and perform re-tests. The Contractor shall execute the

performance test plan employing system and network monitoring software, and system load simulation software. The test plan shall utilize the full MITS system, increasing numbers of users, and increasing activity levels. The performance test shall continue until performance measures are met.

The Contractor shall stress test the MITS solution using production volumes along with concurrent processes, and prepare and submit a stress test report demonstrating the results of the test and the system's ability to support the solution. The results shall meet all required technology requirements.

The performance of the system shall be validated by the Contractor through testing and approved by OTR and shall include the following criteria:

- 1) Number of concurrent users;
- 2) Number of transactions;
- 3) Processing windows;
- 4) Types of processing that run concurrently; and,
- 5) Volume of information expected to be maintained online or archived

**Performance Stress Test Contractor Tasks:**

**The Contractor shall:**

- 1) Design and conduct performance/stress tests;
- 2) Load sufficient data to the testing environment to replicate the production environment;
- 3) Perform stress/load testing in the test environment and through the test network to simulate the production environment during testing;
- 4) Document performance/stress test results;
- 5) Analyze, correct, and re-test reported problems;
- 6) Replace or reload data to run repetitive tests; and,
- 7) Perform run time application and network performance analysis and testing using tools

**Performance Stress Test Contractor Deliverables:**

- 1) Performance/Stress Test Plan (if separate from comprehensive Test Plan); and,
- 2) Performance/Stress Test results

**C.4.5.7.8 User Acceptance Testing (UAT)** (also called Operational Readiness Testing)

The purpose of acceptance testing is to assess the system's readiness (by system end users and associated users) for implementation. Before passing acceptance testing, all modules submitted by the Contractor shall meet testing specifications, including efficiency and scalability.



The UAT is performed by the District. The Contractor shall assist the District in developing and executing the UAT plans. The District shall perform all User Acceptance Tests.

The Contractor shall propose the acceptance test schedule for acceptance by the District. The Contractor is responsible for training all participants of the UAT prior to UAT and for all documentation of the system.

If the MITS does not pass the UAT at the District's site, the Contractor shall correct any identified system deficiencies and re-conduct system testing for such portions of the components or functions identified as having failed. This process shall continue until UAT is successful and accepted by the District. The documentation must reflect all changes that are made as a result of UAT test results and fixes.

The District will approve or reject the UAT testing phase based on the User Acceptance Test Plan criteria. The Contractor shall use the District supplied UAT test results to verify that all furnished equipment and software operates in accordance with the approved MITS Functional System Design Document. The Contractor shall correct all deficiencies within five (5) business days, and the District shall review, accept and verify that all deficiencies were corrected.

**UAT Contractor Tasks:**

**The Contractor shall:**

- 1) Prepare and execute training for UAT execution;
- 2) Propose UAT schedule;
- 3) Verify that equipment and software meets requirements as a result of the UAT;
- 4) Provide advice and support to OTR personnel regarding the UAT process, including developing a UAT plan, writing scripts, and executing the UAT Plan; and
- 5) Update system documentation

**UAT Contractor Deliverables:**

- 1) Proposed UAT schedule;
- 2) Training for UAT, including materials and delivery; and,
- 3) Updated system documentation

**C.4.5.7.9 Installation Testing**

The Contractor shall plan, execute and document results from the Installation Test. This test shall be performed to ensure that all installed features and options function properly in the production environment.

**Installation Contractor Deliverables:**

- 1) Installation Test results

#### **C.4.6 TRAINING, KNOWLEDGE TRANSFER & DOCUMENTATION REQUIREMENTS**

The Contractor shall provide a Training Plan that includes on-site classroom training, follow-up training support, on-line/web-based/Computer Based Training (CBT) and knowledge transfer for OTR personnel as described below. The Training Plan shall include the identification and description of the essential technical and application skills required to support the MITS solution. The Contractor shall provide training customized to the MITS solution. The training shall occur within thirty (30) days prior to rollout.

The Contractor shall be responsible for the creation, printing, and distribution of all class materials, including course books. These materials shall coordinate with the trainer's lectures and demonstrations. The Contractor shall supply one copy of the user manual to each OTR employee the first time they attend a training course. Some employees may attend multiple courses.

The OTR shall provide training facilities. The training facilities shall be set up as classrooms with a maximum seating capacity of twenty-five (25) students. There shall be a separate training environment that OTR will prepare for the Contractor.

##### **C.4.6.1 TRAINING MATERIALS**

The Contractor shall create training materials and train all users with regard to the features of the systems relevant to their job functions until rollout is completed. There shall be formal training documentation for the trainees to enable them to follow the training class flow and for the trainees to write notes. The Contractor shall provide an electronic version of all materials, and ensure that they are kept current to the production release for the duration of the Contractor's contract. The Contractor is required to periodically update training to reflect OTR-specific customizations and improvements suggested by OTR training staff.

##### **C.4.6.2 FORMAL TRAINING CLASSES**

There shall be formal training classes for each application module that will train all users of the relevant module(s). Approximate number of users is four hundred (400). The training classes shall contain an overview of the features of the product, and a step-by-step instruction of how to use the application. There shall be screen demos of how to use the product. In addition, the training shall include instruction on error messages. The class shall include time for sample hands on interactive exercises using MITS business cases and data. The interactive exercises shall be conducted in the training environment of the application. The Contractor shall conduct run-through training with the Contracting Officer's Technical Representative (COTR) prior to training rollout.

##### **C.4.6.3 USER TRAINING**

The Contractor shall provide on-site, end-user overview training of all components of the MITS solution for all MITS users. The training shall be on-site at OTR facilities. The Contractor shall conduct run through training with the COTR prior to training rollout.

The Contractor shall provide detailed, hands-on training appropriate for each user group at the end of each implementation phase. User groups represent the following work areas:

Functional Area Number of Users

1) Customer Service Administration	60
2) Returns Processing Administration	67
3) Revenue Accounting Administration	26
4) Compliance Administration	225
5) Problem Resolution Administration	3
6) DCFO	4

#### C.4.6.4 SUPER USER TRAINING

The Contractor shall provide on-site, super-user training to the MITS operational “power users”. The goal of the super-user training is to train the OTR operational super users so they can functionally operate, support, configure, secure, and maintain the system. The super-user training shall cover such topics as end-user security, configuration of business rules, development of reports and queries and configuration of forms, letters and other correspondence. Super-user training shall be provided for each module provided by the Contractor.

Power users will be the functional team members who will become the configuration experts in the MITS. We anticipate approximately 12 employees to be power users. They will have a good functional background and a skilled user technical background.

#### C.4.6.5 TECHNICAL TRAINING

The Contractor shall provide on-site training at the OCFO for the CIO technical staff in each of the following areas:

- 1) **MITS Application/COTS/MITS 3<sup>rd</sup> Party Software**— approximately ten (10) programmer/analysts
- 2) **Database** – approximately four (4) database specialists/DBAs
- 3) **MITS IT Infrastructure Technical Support** – approximately six (6) computer and network specialists
- 4) **Operations Support** – approximately four (4) computer operators

The goal of the technical training is to train the CIO technical staff so they can operate, support, configure, tune, backup and recover, and maintain the MITS solution post-implementation. The technical training shall cover such topics as COTS application and

customization support; database installation, configuration, tuning, and recovery; operating system and security configuration, tuning and recovery; and job scheduling, data backup and recovery, and print operations.

Courses for internal users shall be grouped together into tracks depending on job role. The following table shows the anticipated groupings of users and types of relevant training. The specific groups of users will vary with each separate module/business function. The Contractor shall develop a detailed Training Plan that shall show specifically what courses will be planned for each role.

**Overview of Training Required by User Group**

<b>Module/Functionality</b>	<b>Users</b>	<b>Super Users</b>	<b>Technical Users</b>	<b>Executive Staff</b>
System Overview	X	X	X	X
Detailed System Module(s) for MITS functional area	X	X		
COTS application & customization support			X	
Database installation, configuration, tuning & recovery			X	
Operating system & security configuration, tuning & recovery			X	
Job scheduling			X	
Data backup & recovery			X	
Print operations		X	X	
End-user security		X	X	
Configuration of business rules		X	X	
Development of reports & queries		X	X	
Configuration of forms, letters and other correspondence		X	X	

The Contractor shall maintain attendance logs of all on-site training administered.

The Contractor shall develop an end-user training manual for each implementation phase and module within the phase. The Contractor shall provide one printed copy of the manual to each trainee and one electronic version of all training manuals in MS Office 2007 format or Adobe Acrobat PDF. For user training, the Contractor shall utilize the training instance of the MITS solution with OTR data.

The Contractor shall provide supplemental on-line, web-based and/or computer-based training that includes the use of context-specific help, search mechanisms, and support of

OTR-specific business processes or MITS-specific configurations. The Contractor shall be available during work hours to answer questions from District personnel as the personnel engage in the computer training. The contractor shall conduct run through training with the COTR prior to roll out of the training sessions.

#### **C.4.6.6 TRAINING DATABASE**

The Contractor shall create a training database (part of the complete training environment of software and data) for hands-on use by attendees that contains a sufficient variety of data to exercise all parts of the system. All training courses shall be designed to use a refreshed copy of this training database for examples and exercises. The training database may contain actual data as long as users have access privileges to the data. There shall be a method to simulate data flow to and from other systems when needed to demonstrate a function during training (i.e., to simulate imaging, and interfaces without disturbing production). The Contractor shall establish a refresh schedule for the training database that matches the needs of the training schedule. If one refresh schedule cannot suit all classes, the Contractor shall set up multiple copies of the training database and an easy method to access the proper copy. The District will ensure that the classroom computers have appropriate network connectivity. The Contractor is responsible for logon and access requirements, as long as the users have access privileges to the data with strict security controls.

#### **C.4.6.7 KNOWLEDGE TRANSFER**

The Contractor shall provide knowledge transfer throughout all MITS phases. The Contractor shall include in the Training Plan a knowledge transfer plan that describes how the needed skills and knowledge for the MITS solution will be transferred from the Contractor's personnel to OTR personnel. OTR personnel who will be recipients in the knowledge transfer effort include OTR Administration, the MITS project team, middle management, technical staff, and section supervisors.

Knowledge transfer of the system shall occur between the Contractor and the CIO technical staff that will be supporting the application. This shall be required in various implementation steps, including, but not limited to Setup, Gap Analysis, and System Test & Installation, Implementation, and System Maintenance. Super-users and technical personnel shall observe on a day-to-day basis and Contractor shall be available to answer questions and provide instruction.

#### **C.4.6.8 DOCUMENTATION**

The Contractor shall provide all documentation (in electronic form with one printed copy) needed to operate, administer, and maintain the MITS solution implemented, including the following:

- 1) Training materials for each on-site training course;
- 2) Customizable on-line help documentation for each component of MITS;

- 3) Technical documentation (e.g., installation, configuration, operations, backup/recovery, diagnostic, security) for all COTS and/or third party products implemented as follows:
- 4)
  - a. The Contractor shall provide a detailed, comprehensive description and diagram of the proposed system architecture and minimum server specification requirements that will be housed in the OCIO server room. This includes but is not limited to, failover design replication software, peripherals, and all network and internet network connections. This documentation shall specify the location for each component (e.g., the District's server room, the District's network, the OTR offices, the replication site, the disaster recovery site, and, if applicable, the hosting site). This documentation shall specify in detail the requirements for the District to set up a DMZ if needed.
  - b. The Contractor shall provide documentation of all hardware components needed by the Contractor for the MITS implementation to support all required functionality and provision per industry best practices for redundancy, data and image replication to a disaster recovery site, backup and recovery, failover and five years of data and image growth. This includes but is not limited to detailed specifications of any hardware to reside in the OCIO server room including but not limited to operating systems, processors, hard drives, memory, NICs, factory installed software, bundles software, required capacity, scanning capabilities, scanning speeds and printing speeds.
  - c. The Contractor shall provide documentation of all MITS software components to support all required functionality and provision per industry best practices for internal site and, if applicable, hosting site system security, redundancy, data and image replication to a disaster recovery site, backup and recovery, failover and five years of data and image growth.
  - d. The Contractor shall provide documentation describing options for hosting all or a portion of the MITS services/components. This document shall include information on the hosting options adopted by the Contractor's clients. This document shall include typical Service Level Agreements for hosting services/components and the specific District and Contractor backup and recovery responsibilities required for each hosting option. This document shall include the Contractor's hosting option recommendation for the District as well as diagrams and descriptions of the recommendation.
  - e. The Contractor shall provide documentation outlining the overall IT network and security architecture including network, facility, logical, and physical security including personnel, facilities, processes and systems.
  - f. This Contractor shall provide documentation on System start-up and shut down as well as re-establishing connectivity/communication among the OCIO server room,

the target replication site, the hosting site, if applicable, and the disaster recovery site upon disconnection.

- g. The Contractor shall provide documentation describing in detail the backup and recovery strategy to be employed for MITS implemented for the District. This documentation shall include but is not limited to all tasks to backup and recover databases, files, application software and images. This documentation shall include the specific roles and responsibilities of the backup and recovery tasks to be performed by the Contractor and the District.
- h. The Contractor shall provide documentation of the Contractor's disaster recovery approach and business continuity/contingency plan. This documentation shall include but is not limited to a detailed description of 1) the steps involved in a typical disaster recovery; 2) the roles and responsibilities of the District and the Contractor to recover from a disaster; 3) the Contractor's service level agreements related to disaster recovery; and 4) the Contractor's plans to test disaster recovery.
- i. The Contractor shall provide documentation describing the manual and automated monitoring and alerting that will be performed, configured and maintained for MITS. This documentation shall also include the tools and procedures to be used, the alerting thresholds, the persons that will be alerted in the event of an outage or incident and the roles and responsibilities of the Contractor and the District resources to configure these processes.
- j. The Contractor shall provide documentation of the Contractor's MITS databases. This documentation shall include but is not limited to the platform and version of the database management system(s) as well as the number of databases, the number of tables within each database, the expected size of each database at implementation, the expected size of each database after five years of growth, specific descriptions of the data contained within each database, the functions supported by each database, and the roles and responsibilities of the District and the Contractor related for the maintenance, backup and recovery and monitoring of each database. This documentation shall include but is not limited to a detailed description of the following items:
  - 1) Maintaining Database Statistics  
Performing Database Reorgs
  - 2) Space Management of database/log files
  - 3) Database Backups (including system databases as well as application databases)
  - 4) Log Backups
  - 5) Recovery
  - 6) Database Performance Monitoring/Tuning
  - 7) Database changes (Tuning) required due to performance issues with the product – either database or application
  - 8) Database Software Upgrades

- 9) Installation Process for the new databases
  - 10) Configuration of the new databases (including logging)
  - 11) Database Replication
  - 12) Detailed information on Contractor processes to be run against the databases during non-business hours
- k) The Contractor shall provide a Data Dictionary for MITS for all data elements detailing the data schema, data relationships, data element descriptions, formats and valid value ranges.
- l) The Contractor shall work with District staff to prepare a system security plan (SSP) for the new system. The SSP shall specify the logical, physical, and managerial controls to be implemented to properly secure the new system. The model to be followed is described in the NIST 800-18 documentation; the control families to be used are as described in the NIST 800-53 documentation. The Contractor is expected to secure the system in accordance with controls specified in the SSP. The Contractor shall cooperate with DC staff that will conduct an ST&E, and shall remediate all issues as directed by DC staff.
- m) The Contractor shall provide documentation describing the MITS user authentication, functional security roles/authorization, separation of duties and auditing controls.
- n) The Contractor shall provide copy of the MITS User's Guide tailored specifically for the District's implementation of the system.
- o) The Contractor shall provide a copy of the MITS System Administration Guide tailored specifically for the District's implementation of the system.
- p) The Contractor shall provide documentation describing the extent to which the MITS product can be interfaced with third party telephony systems via Unified Communications (UC) integration following telephony and telecommunications industry standards.
- q) The Contractor shall provide documentation of the Contractor's "Product Road Map" for MITS describing future plans and schedules for new releases, upgrades to the current release and patch updates. The documentation shall include the roles and responsibilities of the Contractor and the OCFO technical staff related to the application of new releases, upgrades to the current release, patch updates and emergency fixes as well as the testing for these modifications.
- 5) User documentation, including screen shots (e.g., user's guide, security) for all COTS and/or third party software products implemented, such as workflow and query/report writer(s);



- 6) Technical and User documentation on all customizations and/or custom modules implemented; and,
- 7) COTS and/or third party software product release documentation.

The documentation shall reside on the OTR SharePoint site, as directed by the COTR.

#### **C.4.7 PROJECT MANAGEMENT AND QUALITY MANAGEMENT**

##### **C.4.7.1 PROJECT MANAGEMENT**

This activity shall be ongoing for the duration of the contract. The primary objective of project management is to plan, manage, and control the timely completion of all tasks and deliverables to keep the project on schedule and within budget. The Contractor shall use an industry standard project management methodology as a foundation to manage this project.

The project management responsibilities outlined in this section describe at a minimum the set of tasks and deliverables that shall be required. OTR shall set the standards for project management reporting and tasks. OTR shall always work with the Contractor to determine the most practical and effective approach to project management over time.

##### **C.4.7.1.1 Project Management Contractor Tasks:**

**The Contractor shall:**

- 1) Adhere to the Project Management Plan, which includes risk management processes, issues management processes, scope management and change control processes, schedule management processes, communication processes, and quality management processes;
- 2) Revise/maintain a Project Management Plan and schedule. Update schedule bi-weekly, and update the Project Management Plan as needed;
- 3) Initiate and monitor corrective actions when necessary;
- 4) Monitor and report progress of the key elements;
- 5) Monitor and report on tasks starting and ending when expected; and,
- 6) Monitor and report on actual vs. planned milestones, and modifications of requirements

##### **C.4.7.1.2 Status Reports and Meetings**

The Contractor Project Manager and the COTR shall meet at least weekly. The Contractor shall conduct bi-weekly status meetings with an OTR Steering Committee. A bi-weekly project status report shall be submitted two (2) business days after the end of each bi-weekly period and prior to the bi-weekly status meeting with the OTR and shall contain, at a minimum, the following information:

- 1) OTR project name, reporting period and “Progress Report” to be included in the email subject line;

- 2) Work Accomplished this reporting period;
- 3) Deliverable Progress of upcoming deliverables and % complete;
- 4) Planned Activities for the Next Reporting Period;
- 5) Problems and issues encountered in the current or prior reporting periods and proposed solutions;
- 6) Problems resolved since the last meeting and the methods of resolution;
- 7) Scope Changes recommended and approved by the COTR;
- 8) Risk status for new or previously identified risks to any aspect of the project;
- 9) Microsoft Project 2003 file updated to show actual progress, as applicable, explanations for variances and plan for completion on schedule;
- 10) Accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amount invoiced to date and paid to date;
- 11) Participate in the Change Control meetings;
- 12) Record and distribute the minutes of all meetings; and,
- 13) Supply project communication information for distribution

**C.4.7.1.3 Contractor Project Management Deliverables:**

**The Contractor shall deliver:**

- 1) Status Reports shall be prepared and submitted, as directed by the COTR;
- 2) Bi-weekly project management status meetings shall be conducted with MITS Steering Committee to review overall status of project, critical path items, issues, action items, and change requests;
- 3) Preparation and submission of revisions and updates, as requested by the COTR, to the Project Management Plan and all sub-plans (Quality Assurance, Risk Management, Work Breakdown Schedule, Project Schedule, Staffing, Communication & Contact, Problem/Issue Tracking, Risk Register) to the COTR for review and approval;
- 4) Weekly technical implementation status meetings shall be conducted with The District management and IT technical support staff to review status of specific tasks, problems, issues, “to-do’s” and change requests related to hardware, system software and IT infrastructure;
- 5) Weekly functional status meetings shall be conducted with the District management, the District business users and technology staff to review status of specific tasks, problems, issues, action items and change requests related to the implementation and customization of the MITS solution and/or component; and,
- 6) Problem/Issues logs and action items lists shall be prepared, maintained and submitted for the weekly and bi-weekly project status meetings, as directed by the COTR.

Project Management deliverables shall be required throughout the entire life-cycle of the implementation project.

#### **C.4.7.2 QUALITY MANAGEMENT**

The Contractor shall provide quality management to ensure that the MITS project achieves the results anticipated by the SOW. This activity shall be ongoing for the duration of the contract.

Quality management includes:

- 1) Quality Planning – Identifying quality standards relevant to the project and determining how to satisfy them.
- 2) Quality Assurance – Evaluating overall project performance on a regular basis to provide confidence that the project shall satisfy the established quality standards.
- 3) Quality Control – Monitoring specific project results to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory performance.

The Contractor shall adhere to the Quality Management Plan portion of the Project Management Plan, which will be used as the basis for managing the quality of MITS system deliverables. The Contractor shall plan, manage and document an internal program of quality activities. These activities shall ensure that the software and implementation services meet all the District requirements and all other applicable professional and technical standards.

##### **C.4.7.2.1 Contractor Tasks:**

**The Contractor shall:**

- 1) Maintain and follow the Quality Plan;
- 2) Conduct quality review meetings, phase end reviews, “lessons learned” sessions, quality audits, and walk-throughs;
- 3) Participate in inspections requested by the District of testing results, and related materials; and,
- 4) Provide plans and schedules for addressing all deficiencies identified through the quality process.

##### **C.4.7.2.2 Contractor Deliverables:**

- 1) Updated Quality Plan (including Quality Assurance)
- 2) Quality improvement plans and progress

#### **C.4.8 SUMMARY REQUIREMENTS**

The District is requiring major Requirement Milestones which meet the implementation requirements of the SOW. The District is expecting that the Contractor shall deliver the MITS software in phases to minimize risk, and propose manageable scope. The District expects the phases will implement selected MITS functionality and tax types.

Requirements 1 through 5 are required “up-front” milestones for the Contractor to complete as stated.

The next set of requirements 6-12 are iterative requirements for each phase of the project. The District has set forth examples of the content of each phase including tax types and processes. However, the Contractor may propose the phases of the project and which tax types included for each phase based on their experience with the software and other implementations, and knowledge of the District tax types and processes.

Deliverables are submitted to and approved by the COTR. The Requirements and their relevant components are described below:

#### **C.4.8.1 REQUIREMENT 1 – PROJECT INITIATION**

**The Contractor shall provide and/or conduct and/or conduct:**

- 1) Initial “Kick-Off” Meeting with MITS Steering Committee shall be conducted. The kick-off meeting shall be scheduled within one week of Notice to Proceed.
- 2) The Contractor’s initial Project Management Plan shall be reviewed at the Kick-Off Meeting. The Project Management Plan includes:
  - a) Change Management Plan;
  - b) Quality Plan;
  - c) Risk Management Plan;
  - d) Work Breakdown Structures (WBS) - The Project WBS shall include all important products and work elements, or tasks, of the project. The WBS shall demonstrate the Project Plan to include Milestones, Deliverables, and individual important project tasks that follow the SDLC process. Within each task, the Contractor may suggest additional subtasks or deliverables to improve the quality and success of the project, subject to the approval of the COTR;
  - e) Project Schedule. The planned deliverable dates shall be incorporated in the initial Project Management Plan and refined during Project Initiation;
  - f) Staffing Plan (Contractor personnel and OTR personnel) with organization chart
  - g) Communication and Contact Plan; and
  - h) Problem/Issue Tracking and Resolution Plan

The updated Project Management Plan is due within five (%) business days after the Kick-Off Meeting.

**C.4.8.2 REQUIREMENT 2 - PROJECT MANAGEMENT and REQUIREMENTS VALIDATION PHASE**

**The Contractor shall provide:**

- 1) Meetings with the MITS Project Steering Committee and business users to review requirements of project as defined in the Contract;
- 2) Requirements Validation Report;
- 3) Gap Analysis Findings - the Contractor shall identify the MITS functionality that is not part of the base COTS solution or can be configured. The Contractor shall define solutions to these gaps; and,
- 4) Requirements Traceability Matrix

**C.4.8.3 REQUIREMENT 3 – PROJECT MANAGEMENT and CUSTOMIZATION DESIGN PHASE (may be concurrent with Requirement 4)**

**The Contractor shall provide and/or conduct:**

- 1) Conceptual System Design Document for software components and customizations. Customizations include functional requirements that are not configurable or standard with the product, reports, and interfaces.
- 2) Development and unit testing for customized components.

**C.4.8.4 REQUIREMENT 4 – PROJECT MANAGEMENT and IMPLEMENTATION PLANS PHASE/DESIGN**

**The Contractor shall provide and/or conduct:**

- 1) Meetings with the MITS Steering Committee and business users to review System Design, IT Infrastructure Plan, Security Risks and Contingency Plan requirements of project as defined in the Contract and Requirements Validation Report;
- 2) The Comprehensive Test Plan, including test cases;
- 3) IT Infrastructure Plan to include sufficient information regarding the upgrade and/or configuration of existing IT equipment and/or requirements for additional equipment;
- 4) System Design Document, software components;
- 5) Implementation/Rollout Plan describing how the MITS solution will be deployed and transitioned to an operational system;
- 6) Security Risk Assessment;
- 7) Project Contingency Plan;
- 8) Interface Plan and Design (Section 4.4). This Plan shall contain the interim interfaces and filters that must exist due to the phased implementation (e.g., tax types scheduled for later phases);

- 9) Data Conversion and Migration Plans (Section 4.3);
- 10) Training Plan (Section 4.6);
- 11) Results of Analysis of Current System Volumes & Response Times;
- 12) Initial Analysis of IT Network (Section 2.4.2);
- 13) Capacity Plans (Section 2.4.1) to include normal and peak workload impact;
- 14) Modification and/or upgrade to existing hardware, software and IT infrastructure components (if applicable);
- 15) Installation, configuration and test of additional hardware, software and IT infrastructure components (if applicable); and,
- 16) Business Continuity and Disaster Recovery Plan.

#### **C.4.8.5 REQUIREMENT 5 – PROJECT MANAGEMENT and MITS SOFTWARE CONFIGURATION and CONFIGURATION TESTING PHASE**

**The Contractor shall provide and/or conduct:**

- 1) Configuration Report for all product configurations;
- 2) Installation and base configuration of MITS COTS software components; and
- 3) Test of MITS COTS configured software components with OTR data which includes reviewing and demonstrating configured software to the CIO technical staff in a Conference Room Pilot.

#### **C.4.8.6 ITERATIVE REQUIREMENTS - REQUIREMENTS 6 – 10**

The following deliverables are required. The phases listed contain sample scope tax types and functionality.

The implementation of each component shall include the following activities and components:

##### **1) Build**

- a) Programming, Configuration, and Modifications
- b) Interface Testing
- c) Conversion Testing
- d) System Testing
- e) Stress Testing
- f) Support for User Acceptance Testing

##### **2) Creation of Reports**

- a) Development of required reports
- b) Training on report generation

**3) Training and System Documentation**

- a) Conduct Training and Knowledge Transfer

**4) Migrate to Production**

- a) Perform Cutover to Production
- b) Final Cutover testing
- c) Provide Post Implementation Support

**C.4.8.7 REQUIREMENT 6 – DETAILED SYSTEM DESIGN DEVELOPMENT – PHASE I**

**Processes:** Modernized E-File (MeF) (either developed or interfaced), Business Registration, Returns Processing, Taxpayer Accounting, Collections, Case Management

**Tax Types:** Individual Income, Corporate Franchise, Unincorporated Franchise

**The Contractor shall provide and/or conduct:**

- 1) Detailed System Design Document for software components and customizations. Customizations include functional requirements that are not configurable or standard with the product, reports and interfaces; and,
- 2) Development and unit testing for customized components.

**C.4.8.8 REQUIREMENT 7 – PROJECT MANAGEMENT and MITS DATA CONVERSION and MITS DATA CONVERSION TESTING PHASE I**

**The Contractor shall provide:**

- 1) Data Conversion completion; and,
- 2) Results of Conversion Testing.

**C.4.8.9 REQUIREMENT 8- PROJECT MANAGEMENT and INTEGRATION/SYSTEMS TESTING AND UAT SUPPORT – PHASE I**

**The Contractor shall provide and/or conduct:**

- 1) Results of Integration Testing;
- 2) System test scripts;
- 3) Results of System Testing;
- 4) Updated Requirements Traceability Matrix documenting that all requirements have been met;
- 5) Results of Performance and Stress Testing;
- 6) Training for User Acceptance Testing (training on system functionality and UAT process);

- 7) Signoff of User Acceptance Test; and,
- 8) Summary Test Report.

**C.4.8.10 REQUIREMENT 9 – PROJECT MANAGEMENT and MITS TRAINING PHASE I**

**The Contractor shall provide:**

- 1) Training materials and delivery of training to users, super-users, and technical staff;
- 2) System and User Documentation; and,
- 3) Training database.

**C.4.8.11 REQUIREMENT 10- PROJECT MANAGEMENT and MITS SYSTEM COMPONENTS IMPLEMENTATION/CUTOVER – PHASE I**

**The Contractor shall provide and/or conduct:**

- 1) Implementation of all components, including customized components:
- 2) Cutover and installation testing of all components; and,
- 3) District acceptance of system.

**C.4.8.12 REQUIREMENT 11 – DETAILED SYSTEM DESIGN and DEVELOPMENT– PHASE II**

**Processes:** Add Revenue Accounting, Taxpayer Web Portal

**Tax Types:** Sales and Use Tax, Withholding Tax

**The Contractor shall provide and/or conduct:**

- 1) Detailed System Design Document for software components and customizations. Customizations include functional requirements that are not configurable or standard with the product, reports and interfaces; and,
- 2) Development and unit testing for customized components.

**C.4.8.13 REQUIREMENT 12 – PROJECT MANAGEMENT and MITS DATA CONVERSION and DATA CONVERSION TESTING – PHASE II**

**The Contractor shall provide:**

- 1) Data Conversion completion; and,
- 2) Results of Conversion Testing



**C.4.8.14 REQUIREMENT 13 – PROJECT MANAGEMENT and MITS INTEGRATION/SYSTEMS TESTING and UAT SUPPORT - PHASE II**

**The Contractor shall provide and/or conduct:**

- 1) Results of Integration Testing;
- 2) System test scripts;
- 3) Results of System Testing;
- 4) Updated Requirements Traceability Matrix documenting that all requirements have been met;
- 5) Results of Performance and Stress Testing;
- 6) Training for User Acceptance Testing (training on system functionality and UAT process);
- 7) Signoff of User Acceptance Test; and,
- 8) Summary Test Report.

**C.4.8.15 REQUIREMENT 14 – PROJECT MANAGEMENT and MITS TRAINING PHASE II**

**The Contractor shall provide:**

- 1) Training materials and delivery of training to users, super-users, and technical staff;
- 2) System and User Documentation; and,
- 3) Training database.

**C.4.8.16 REQUIREMENT 15 – PROJECT MANAGEMENT and MITS SYSTEM COMPONENTS IMPLEMENTATION/CUTOVER PHASE II**

**The Contractor shall provide and/or conduct:**

- 1) Implementation of all components, including customized components;
- 2) Cutover and installation testing of all components; and,
- 3) District acceptance of system.

**C.4.8.17 REQUIREMENT 16 – DETAILED SYSTEM DESIGN and DEVELOPMENT – PHASE III**

**Tax Types:** Individual Tax, Fiduciary Tax

**The Contractor shall provide and/or conduct:**

- 1) Detailed System Design Document for software components and customizations. Customizations include functional requirements that are not configurable or standard with the product, reports and interfaces; and,
- 2) Development and unit testing for customized components.

**C.4.8.18 REQUIREMENT 17 – PROJECT MANAGEMENT and MITS  
DATA CONVERSION and DATA CONVERSION TESTING – PHASE III**

**The Contractor shall provide:**

- 1) Data Conversion completion; and,
- 2) Results of Conversion Testing.

**C.4.8.19 REQUIREMENT 18 – PROJECT MANAGEMENT and MITS  
INTEGRATION/SYSTEMS TESTING and UAT SUPPORT - PHASE III**

**The Contractor shall provide and/or conduct:**

- 1) Results of Integration Testing;
- 2) System test scripts;
- 3) Results of System Testing;
- 4) Updated Requirements Traceability Matrix documenting that all requirements have been met;
- 5) Results of Performance and Stress Testing;
- 6) Training for User Acceptance Testing (training on system functionality and UAT process);
- 7) Signoff of User Acceptance Test; and,
- 8) Summary Test Report.

**C.4.8.20 REQUIREMENT 19- PROJECT MANAGEMENT and MITS  
TRAINING – PHASE III**

**The Contractor shall provide and/or conduct:**

- 1) Training materials and delivery of training to users, super-users, and technical staff;
- 2) System and User Documentation; and
- 3) Training database.

**C.4.8.21 REQUIREMENT 20 – PROJECT MANAGEMENT and MITS  
SYSTEM COMPONENTS IMPLEMENTATION/CUTOVER PHASE III**

**The Contractor shall provide and/or conduct:**

- 1) Implementation of all components, including customized components;
- 2) Cutover and installation testing of all components; and,
- 3) District acceptance of system.

**C.4.8.22 REQUIREMENT 21 – DETAILED SYSTEM DESIGN and DEVELOPMENT – PHASE IV**

**Tax Types:** Alcoholic Beverage, Cigarettes, Other Tobacco, Economic Interest, Estate, Inheritance Tax (repealed effective 1987 and now is Estate Tax), Motor Vehicle Fuel, Interstate Bus, Ballpark Fee, Specialized Sale, Gross Receipts, Healthcare Provider, Special Event, Consumer Use

**The Contractor shall provide and/or conduct:**

- 1) Detailed System Design Document for software components and customizations. Customizations include functional requirements that are not configurable or standard with the product, reports and interfaces; and,
- 2) Development and unit testing for customized components.

**C.4.8.23 REQUIREMENT 22 – PROJECT MANAGEMENT and MITS DATA CONVERSION and DATA CONVERSION TESTING – PHASE IV**

**The Contractor shall provide:**

- 1) Data Conversion completion; and,
- 2) Results of Conversion Testing

**C.4.8.24 REQUIREMENT 23 – PROJECT MANAGEMENT and MITS INTEGRATION/SYSTEMS TESTING and UAT SUPPORT - PHASE IV**

**The Contractor shall provide and/or conduct:**

- 1) Results of Integration Testing;
- 2) System test scripts;
- 3) Results of System Testing;
- 4) Updated Requirements Traceability Matrix documenting that all requirements have been met;
- 5) Results of Performance and Stress Testing;
- 6) Training for User Acceptance Testing (training on system functionality and UAT process);
- 7) Signoff of User Acceptance Test; and,
- 8) Summary Test Report.

**C.4.8.25 REQUIREMENT 24 – PROJECT MANAGEMENT and MITS  
TRAINING – PHASE IV**

**The Contractor shall provide and/or conduct:**

- 1) Training materials and delivery of training to users, super-users, and technical staff;
- 2) System and User Documentation; and,
- 3) Training database.

**C.4.8.26 REQUIREMENT 25 – PROJECT MANAGEMENT and MITS  
SYSTEM COMPONENTS IMPLEMENTATION/CUTOVER - PHASE IV**

**The Contractor shall provide and/or conduct:**

- 1) Implementation of all components, including customized components;
- 2) Cutover and installation testing of all components; and,
- 3) District acceptance of system.

**C.4.8.27 REQUIREMENT 26 –MITS PROJECT CLOSEOUT**

**The Contractor shall provide and/or conduct:**

- 1) Documented Closure Procedure to include plan for “transition to business as usual”;
- 2) User Satisfaction Survey; and
- 3) Project Closeout Report;

**C.4.9 CONTRACT MANAGEMENT**

**C.4.9.1 CONTRACT DELIVERABLES**

**C.4.9.1.1 Written Deliverables Requirements**

For each written deliverable, draft and final, the Contractor shall submit one hard copy and one electronic copy.

An annotated outline of each major deliverable shall be required before beginning development of the deliverable. This outline shall be reviewed by the MITS project team and approved by the COTR. At least one meeting shall be required, and others upon request by the COTR, with the MITS project team to insure content coverage is complete.

The COTR or OTR as directed by the COTR, shall review draft documents and return comments for revision of the draft within five (5) business days. The COTR shall send a letter/memo to the Contractor, indicating any required changes. The Contractor shall incorporate the changes within five (5) business days.

Written deliverables shall demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. Written deliverables shall:

- 1) Satisfy the scope and requirements for that deliverable;
- 2) Be presented in a format appropriate for the subject matter and depth of discussion; and,
- 3) Meet the acceptance criteria developed for each deliverable.

**C.4.9.1.2 Contract Deliverables** Acceptance of contract deliverables shall be in accordance with the following procedures:

- 1) All deliverables from the contract shall be the property of the District;
- 2) The Contractor shall memorialize such delivery in the Agency Acceptance of Deliverable Form –The COTR shall countersign the District Receipt of Deliverable Form indicating receipt of the contents described therein. The COTR shall send a memo indicating the receipt of deliverables to the Contractor;
- 3) Following review of the final deliverable, the COTR shall issue to the Contractor notice of acceptance or rejection of the deliverables in the District Acceptance of Deliverable
- 4) In the event of rejection, the Contractor shall correct the identified deficiencies or non-conformities;
- 5) Subsequent project tasks may continue while deficiencies with a deliverable are rectified and accepted by the COTR unless the Contracting Officer has specifically notified the Contractor in writing to not proceed until the deficiencies of the deliverable are rectified; and,
- 6) Once the District's issues have been addressed and resolutions are accepted by the COTR, the Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

#### **C.4.9.2 PROJECT SCHEDULE**

**Project Schedule** The project schedule shall be reviewed, approved and accepted by the District.

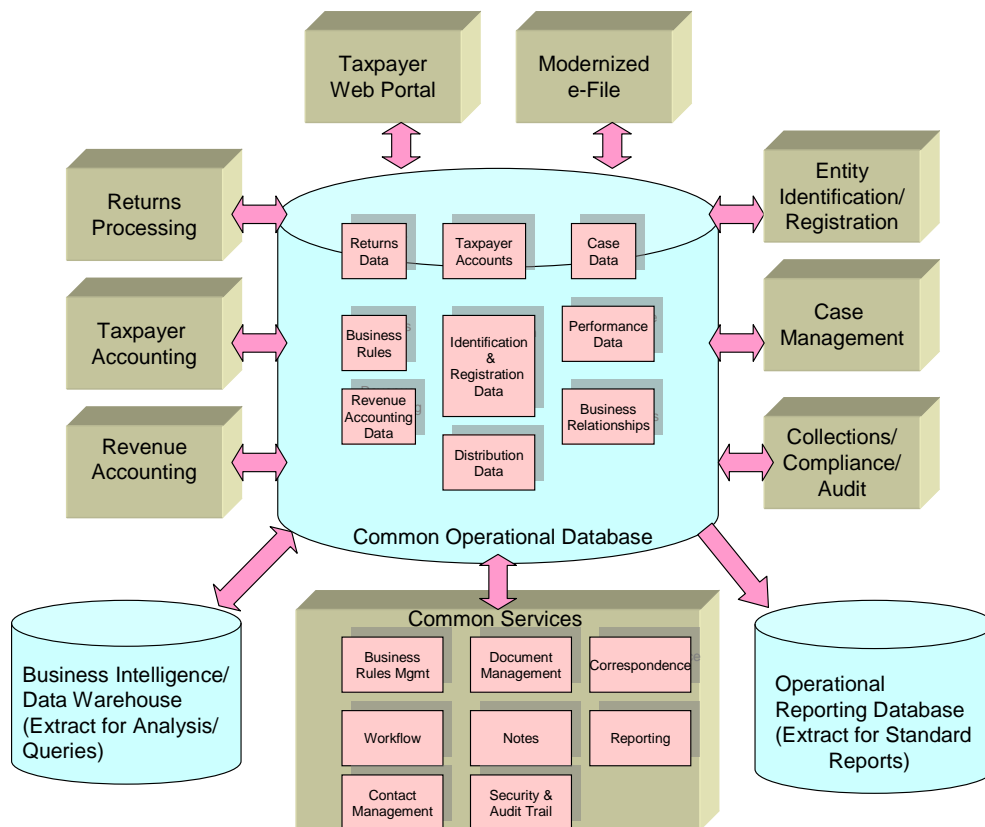
#### **C.4.10 MITS FUNCTIONAL REQUIREMENTS SUMMARY**

The MITS functionality is divided into basic capability categories, each of which handles one or more key aspects of processing for all the tax and fee types planned for implementation. This subsection provides an overview of each of the following functional categories:

- 1) Entity Identification and Registration
- 2) Taxpayer Web Services, including MeF

- 3) Returns Processing, Including Forms, Return Data Capture, Validation, Suspense Processing and Amended Returns
- 4) Taxpayer Accounting, including Payment Processing, Overpayments, Offset Management, Penalty and Interest, Payment Agreements, Account Adjustments, and Customer Service
- 5) Revenue Accounting; including Reconciliation and Revenue Distribution
- 6) Generic Case Management
- 7) Compliance Programs & Collections; including Audits, and Taxpayer Billing
- 8) Licenses and Permits
- 9) Common Services; including Business Rules, Workflow, Contact Management, Document Management, Correspondence, Notices, and Notes
- 10) Reporting and Queries
- 11) Business Intelligence and Leads Management Requirements

The diagram below shows the planned application architecture. The following sections describe the components in more detail.



A logical description of the components listed above is described in this document. Many of the components are shared across the OTR, and are broader than an organization description of its units.

#### **C.4.10.1 ENTITY IDENTIFICATION AND REGISTRATION**

The identification and registration functionality shall provide a central repository of entity information used throughout all of MITS. It shall maintain information about all entities that have registered as a taxpayer and/or as a business, filed a return or are otherwise known to the District. In addition, it shall provide business, demographic and tax type information to other MITS functionality (Returns Processing, Taxpayer Accounting, Revenue Accounting, Case Management, Collections/Compliance/Audit, and Common Services) when needed, for their respective processing. Entity and registration information shall also be used by external applications and non-OTR agencies via defined interfaces.

##### **C.4.10.1.1 Entity Identification and Registration Processes**

The identification and registration functionality shall provide required processing for all the entity types tracked in the system.

An entity's unique identification data and profile information shall be stored in the MITS common database and shall include information on the entities, agents, owners, officers, and other contacts. MITS functions shall maintain address(es), phone, email, and other demographic information by entity and tax type on an effective dated basis.

Entity identification shall primarily make use of FEIN and SSN, but shall also support the use of alternate identification numbers (such as the business registration numbers). Additionally, the use of business relationships shall support consolidation of information when entities have multiple locations (such as some large withholding taxpayers). It shall also maintain relationships between entities (both businesses and individuals). The entities shall have defined relationship roles, such as: parent/subsidiary, predecessor/successor, affiliated entity, and taxpayer agent (3<sup>rd</sup> party) relationships.

For each entity, one or more tax account(s) shall be set up based on the identified account type(s). Account specific information shall be established and maintained, including required filing frequency, begin/end dates, return status, filing history and filing channels used. Account relationships shall also be maintained.

##### **C.4.10.1.2 Data Cleanliness**

The identification and registration functionality shall support data cleanliness for entities and accounts within the MITS solution. Validation rules shall be invoked for adding and updating entity related information. These validation rules shall be used for both online and batch entries from internal and external sources. Additionally, there shall be supporting functionality to assist with the identification, consolidation and cleanup of entities and accounts that are either duplicates or missing required processing information.

#### **C.4.10.1.3 Operational Flexibility**

Requirements call for a great deal of operational flexibility in entity identification and registration processing. MITS shall have the capability to establish entities via automated interface processes, such as matching of Federal files identifies non-filers and using files received from the MITS web registration application. All major transactions shall be able to operate in either batch or real-time modes. This shall include interface processing for entity registrations, registration data changes, address and other demographic data updates.

#### **C.4.10.2 TAXPAYER WEB SERVICES AND PORTAL**

The taxpayer web services capabilities shall allow taxpayers to perform many of the MITS functions through a web portal.

##### **C.4.10.2.1 Web Logon**

An entity shall be able to logon to the MITS system to perform account and filing activities and profile maintenance. The MITS shall provide logon IDs and user defined passwords.

##### **C.4.10.2.2 Profile Maintenance**

An entity's unique identification data and profile information shall be entered through the web portal and then stored in the MITS common database and shall include information on the entities, agents, owners, officers, licensees and other contacts. It shall maintain address, phone, email, and other demographic information.

##### **C.4.10.2.3 Business Registrations**

The MITS shall allow businesses to register as a business in the District with acknowledgement and ability to access the status of the registration application.

#### **Key Web Services Capabilities**

- Obtain Logon registration
- Add and maintain taxpayer profiles for both individuals and businesses
- Maintain profile addresses, phone numbers, email addresses, fax numbers, etc...
- Maintain contact information (e.g. owners, officers, accountants)
- Maintain agents (3<sup>rd</sup> party) data (e.g. payroll agents, power of attorney)
- Maintain entity relationships
- Allow business registrations
- Add and maintain electronic accounts
- Allow electronic returns filing including MeF filing
- Maintain banking information for electronic payments
- Make electronic payments
- Query transactions
- Correspond with OTR
- Print bills and returns
- Business W-2 upload or data entry



#### **C.4.10.2.4 Electronic Account Maintenance**

A taxpayer shall be able to set up one or more taxpayer accounts. Account specific information shall be established and maintained, including tax types, filing frequencies, and authorized agents.

#### **C.4.10.2.5 Web Returns Filing**

Taxpayers shall be able to electronically file for multiple tax types and specified periods. Filings shall be acknowledged by OTR electronically, and the filings shall be available for retrieval later.

#### **C.4.10.2.6 Payments**

Taxpayers shall be able to electronically make tax payments using credit cards, electronic funds transfer, e-checks or direct debit. Taxpayers shall be able to set up and make payments on payment agreements.

#### **C.4.10.2.7 Miscellaneous Services**

Taxpayers shall be able to print bills and their electronic returns. They shall also be able to send correspondence to OTR, and be able to view refund status, copies of their returns, and their profiles.

#### **C.4.10.2.8 Modernized e-File (MeF)**

The District requires the Contractor to leverage the IRS modernized e-file platform. **The Contractor may propose either to include MeF functionality in their proposal or to interface with the existing MeF functionality at the District. The OTR shall have the final determination on accepting such proposal.** If the Contractor's proposal includes this functionality, then the Contractor shall use MeF functionality to retrieve taxpayer return and document information from the IRS MeF real-time and validate the received returns using business rules. The Contractor shall be able to process returns using e-file for Corporate Franchise (D20) Unincorporated Franchise (D30), (for those that use a FEIN beginning with Tax year 2013), and Individual - D40. The MeF solution shall send immediate receipt information to IRS followed by rejection or acceptance of the return filing records.

### **4.10.3 RETURNS PROCESSING**

The Returns Processing functionality supports the on-line and batch processing of all tax-related documents (returns, attachments, schedules, amended returns, adjustments, and extensions).

The MITS tax/fee types are:

- 1) Individual Income Tax
- 2) Corporate Franchise Tax
- 3) Unincorporated Business Franchise
- 4) Partnership (Information Return)
- 5) Withholding

- 6) Sales and Use Tax (General Rate)
- 7) Alcoholic Beverage Tax
- 8) Cigarettes Tax
- 9) Other Tobacco Tax
- 10) Economic Interest Tax
- 11) Estate Tax
- 12) Motor Vehicle Fuel
- 13) Interstate Bus
- 14) Public Space Rental
- 15) Ballpark Fee
- 16) Specialized Sales Tax
- 17) Gross Receipts Tax
  - a) Heating Oil
  - b) Toll Telecommunications Tax
  - c) Commercial Mobile Service
  - d) Cable television, satellite relay of distribution of video or radio transmissions
  - e) Natural artificial gas by non-public utility person
  - f) Public Utility
- 18) Healthcare Provider Tax
- 19) Special Event Tax
- 20) Consumer Use Tax
- 21) Stevie Sellows Fee
- 22) Hospital Bed Provider Tax
- 23) Nursing Provider Tax
- 24) Street Vendor Tax

This functionality serves as a central repository of return-related information reported by the taxpayer entity and/or determined by the OTR throughout its life cycle, and shall allow for the storage and viewing of all returns processed by MITS. Generally requirements call for the ability to process current returns, and be able to access archived returns for up to 10 years of prior returns in detail. The system requires that archived returns be available to be moved to active status for data modification.

#### **C.4.10.3.1 Transaction Capture**

Tax transactions to be processed by the MITS shall be captured from a variety of sources. These sources include:

- 1) Paper returns/forms - Paper returns/forms shall be scanned by the OTR's IDCS imaging system using Optical Character Recognition/Intelligent Character Recognition (OCR/ICR) technology, and formatted into input transactions.
- 2) MITS Internet applications shall be used by taxpayers to submit returns, forms, payments, and payment plans.
- 3) Federal/State filing – Applications used by taxpayers, agents or third-parties to submit electronic returns/forms and payments. Modernized eFile (MeF) shall be used for federal/state filing, and shall be an interface into MITS. This interface will adhere to the OCFO EA model as described in the Interfaces Section above.
- 4) ACH and EFT – Electronic means used by taxpayers or agents to submit payments by direct debit or credit card.
- 5) Remittance Processor - A check/document scanning application shall format payment and return data that are processed in the IDCS.
- 6) Lockbox - A lockbox facility shall transmit formatted input transaction files of payments and returns to the OTR.
- 7) Online entry – The MITS shall include a capability for staff to directly enter tax transactions for real-time or batch processing.

#### **C.4.10.3.2 Processing of Returns**

OTR may process the returns as they arrive, or in tax type batches. Once the return data has been formatted and pre-validated, the returns processing functionality shall perform the necessary line item validations and calculations as determined by pre-defined business rules applicable to a given return and tax period, and shall determine a tax liability. The system shall be designed to validate and process all data on the return. However, flexibility is required as to which data items shall be stored in the database for a given tax period. Acknowledgements of the receipt of the return and errors shall be recorded and sent to the appropriate party; such as taxpayer, agent, or external agency.

#### **C.4.10.3.3 Returns Correction**

Returns adjustments and corrections to returns with errors (or exceptions) are designed to be an online, real-time process in MITS, although online entry with subsequent batch processing options shall exist. Returns with exceptions or required corrections shall automatically use workflow features and can be accessed using the online screens. The system shall be designed so that return corrections and adjustments are performed at the line item level.

There shall be user control over business rules for error processing for identification of the cause of the error, as well as actions to be taken on the return (ex. suspend the return, or continue processing but flag the return).

#### **C.4.10.3.4 Amended Returns**

MITS shall process amended returns in an automated process. MITS shall process amended returns with specified business rules that shall involve comparing the amended returns with the original returns. The system shall verify the presence of an original before continuing processing. If an original is not found, then an exception shall be

generated and work listed for follow-up. The goal of the OTR is to process the amended returns in real-time as they arrive. Viewing and corrections shall be facilitated using the online entry process.

#### **C.4.10.3.5 Relationship to Taxpayer Accounting**

Once the tax liability has been determined, the Returns Processing functionality shall pass the data to the Taxpayer Accounting functionality to verify payments and credits, and apply the payment to the liability. The Taxpayer Accounting functionality shall settle the account, determine the outstanding liability for the taxpayer, handle the imposition and accrual of various penalties and interest, and handle overpayments.

#### **C.4.10.3.6 Life Cycle Tracking**

Returns processing shall maintain the current return data as well as all historical changes made to the return. A set of views shall be provided to show the taxpayer reported values, system determined values and any other subsequent adjustments made as a result of manual reviews or amendments to the return. A user shall be able to easily view the timeline of change history of all return line items. In addition, this data shall be available for analysis to aid in identifying errors and their causes (e.g. tax preparer errors, taxpayer misinterpretation – return/form clarity).

#### **C.4.10.3.7 Streamlining Returns Correction**

MITS shall have a number of features which are designed to streamline and better manage the returns correction process. These shall include:

- 1) User control over business rules for error processing for identification of the cause of the error, as well as actions to be taken on the return (e.g., suspend the return, or allow to releasing of returns for posting that have non fatal errors.
- 2) The ability to set return criteria with tolerance amounts.
- 3) Ability to autocorrect incorrect dollar amounts, such as wrong deduction amounts.
- 4) The ability to identify all return errors in a single pass.
- 5) Online statistics on the items in suspense by error type, age, relevance to Revenue Accounting processing and other criteria.
- 6) Ability to automatically reprocess suspended returns in batch or real-time based on user controlled criteria.
- 7) Ability to rebalance workloads using online controls.
- 8) The online ability to correct and post returns in error.
- 9) The ability to preview adjustments online (prior to committing to the database).

#### **C.4.10.3.8 Forms Definition Facility**

MITS shall provide a forms definition facility that allows trained OTR personnel to perform the tasks associated with defining return/form characteristics to the system, at a summary or detail line item level. The requirements call for a toolset that performs the following functions:

- 1) Define forms and form line items to the system.

- 2) Define business rules required to validate form input.
- 3) Define intra and inter-form math operations.
- 4) Generate the user interface necessary to enter, view, and correct a return form.
- 5) Map the input fields associated with a form to the database.
- 6) Define calculated vs. data entered fields.
- 7) Define those fields that can or cannot be changed by a user.

The facility shall adhere to certain principles designed to simplify maintenance and testing associated with form definitions. These include:

- The ability to stage new and changed form definitions across development, test, training and production environments,
- The ability to segregate form definitions and business rules for annual versions of forms to eliminate the need for regression testing of previous year business rules after defining the latest year; and,
- The ability to start with a prior year's definitions and rules as a starting point for defining the next year's version of the form and business rules.

The rules defined via the form definition facility shall be used across original returns, amended returns, and returns adjustment transactions, thus reducing code and maintenance across the related transaction set (as well as ensuring the same business rules are used). This feature set is strategically important to meeting two key goals associated with MITS: 1) the ability to accommodate new taxes after initial implementation, and 2) making the system easier to maintain. The feature shall also positively impact the amount of effort required to perform the implementation of the taxes slated as part of the current system scope for returns processing.

#### **C.4.10.3.9 Return Processing Periods**

MITS shall provide the capability to process returns for current, previous, and some future periods. The number of years that returns need to be processed in detail, rather than at a summary level, varies by tax type. Any return can be processed in summary form outside of these periods for all taxes. (These period processing rules could change with future analysis in subsequent phases of the MITS project.).

Business rules shall also perform a period verification, and compare the return date with the due date for that tax type.

#### **C.4.10.3.10 Return Processing Interfaces**

MITS shall store, or otherwise utilize, external data when processing returns and forms. This shall include:

- 1) Validation of SSN numbers using the IRS SSN Validation process;
- 2) Verifying against District employees using central payroll data;

- 3) Verifying W2 data claimed on the return by comparing to employer-submitted W2 data;
- 4) Identifying questionable or fraudulently filed returns and returns filed for deceased taxpayers using data from various third-party sources as well as from historical system data; and,
- 5) Validating returns against other state agencies

#### **C.4.10.4 TAXPAYER ACCOUNTING**

The Taxpayer Accounting functionality handles all of the financial accounting at the taxpayer level. This functionality includes the processing of payments (independent of returns), posting of liabilities and fees as computed by returns processing and/or Case Management, determining the taxpayer's balance by imposing and accruing penalty and interest, and applying available payments and credits to the outstanding liabilities. Taxpayer Accounting also manages the outcome of the account settlement process. It handles overpayments in the form of refunds, refund offsets, and credits; along with processing underpayments by initiating billing in the Case Management functionality. In addition, Taxpayer Accounting shall have specific capabilities for accounting adjustments, such as transfers and abatements, in order to support Revenue Accounting functions.

##### **C.4.10.4.1 Consolidated Views of the Taxpayer**

As an Integrated Tax System, MITS shall offer comprehensive views and inquiries that consolidate information within the taxpayer's account. A number of views shall be available that display consolidated data of all tax types and functions. Views include those which give an overview of the taxpayer's demographic, situational, and financial position, views that summarize the taxpayer's financial position across tax types and periods, and views that summarize information associated with a particular tax account period across all functions. The system shall allow return-like views of returns for electronic returns, and shall be able to retrieve associated electronic correspondence. For paper returns, the actual images of the return shall be available. In addition, other relevant images, such as key signed correspondence would be available for viewing.

##### **C.4.10.4.2 Flexible Reporting Periods for Accelerated Filing with or Without a Return**

The Taxpayer Accounting functionality shall accommodate the unique requirements (e.g. for Withholding and Sales and Use Tax) for payment processing by accepting accelerated reporting.

##### **C.4.10.4.3 Accounting Events**

#### **Key Taxpayer Accounting Capabilities**

- Updates to the taxpayer's account including:
  - return liabilities
  - payments/payment adjustments
  - return adjustments
  - abatements and waivers
  - credits
  - transfers
  - penalty and interest
  - fees
  - reversible in-date adjustments
- Penalty and interest processing
- Payment targeting and processing
- Internal and external offsets
- Refund and credit processing & approval
- Recording Revenue Accounting treatment at the Taxpayer Accounting record level

Accounting events are the application of available payments and credits to outstanding liabilities. Included in the payment application function are the determination, imposition and accrual of penalty and interest. The result of the account settlement is an even (no balance due), an underage (balance due) or an overage (overpayment). For the case of an even result, additional processing is not required. However, the taxpayer may receive correspondence if a refund was expected but the settlement computations determined otherwise.

In each of these cases described above, business rules shall determine if the result should be acted on or if it requires another event to occur or date to pass. For example, if an estimated payment is received prior to the filing period due date, the account settlement process shall result in an overage.

Accounting events include the following:

- 1) Posting of a liability – a return is filed or a liability based on a delinquency is generated
- 2) Adjustment of a liability – return is adjusted because of an amendment, audit, appeal or other Case Management activity
- 3) Reversal of a liability – return is transferred or removed from taxpayer's account due to an error
- 4) Posting of a payment – payment is received
- 5) Adjustment of a payment – payment is adjusted because of a credit memo, debit memo or to correct targeting information
- 6) Reversal of a payment – payment is reversed due to a dishonored, no good check, or a transfer
- 7) Elapse of a Date – due date or extended due dates have elapsed and the account shall be settled and action taken

#### **C.4.10.4.4 Payment Processing**

The Taxpayer Accounting functionality shall process payments through the various methods, such as the remittance processor, and shall also provide functions for capturing and processing online payments through credit card and direct debit. The online functions shall support the online capture and processing of payments. The payment process shall include rules for validating payments and shall use work lists for routing payment exceptions. The payments shall be able to span multiple tax periods. Each payment shall be tied to either a taxpayer account or to an unidentified taxpayer fund if the taxpayer is unknown. If relevant, the payment shall also be tied to a tax type, and a tax return. The work lists shall be managed through a set of functions that allow:

- 1) Targeting or Re-Targeting Payments – refers to the instructions required to post the payment (i.e. taxpayer, account, period, case ID)
- 2) Payment Adjustment – to change the amount of a payment based on a debit or credit memo
- 3) Transfer Payments – to other taxpayers, account types, periods

- 4) Transfers of dollars to and from an unidentified taxpayer fund. When payments arrive without being tied to a taxpayer, they shall be applied in the unidentified taxpayer fund. When the taxpayer is identified for that payment, the payment is applied to the appropriate taxpayer account.
- 5) Reverse a Payment – to handle such reversals as check dishonorment by effectively removing them and preserving the accounting history

The payment process shall also contain a number of configurable components that allow users to control the payment validation, review and application rules.

#### **C.4.10.4.5 Automated Clearing House (ACH) and Direct Debit Payments**

Taxpayer Accounting function shall support non-recurring and recurring electronic payments. These requests shall be received via electronic filings, or from returns/forms via Returns Processing. These payments shall be managed by storing the ACH requests for the issuance to the banks at the appropriate payment date. Included in this ACH functionality are automated reversals of ACH requests and direct debits that are in error.

#### **C.4.10.4.6 Liability Posting**

The Taxpayer Accounting function shall post return liabilities and delinquency liabilities from the returns processing functionality. The information received from these sources includes:

- 1) Target information, such as the taxpayer, account, liability period and received date
- 2) Taxpayer imposed and system computed penalty and interest
- 3) Collection amounts that may be overpayments
- 4) Requested credits including carry forward refundable credits
- 5) Requested refund information or tax due amounts
- 6) Distribution information as reported on the final return
- 7) Aging of liabilities

#### **C.4.10.4.7 Overpayment Processing**

The overpayment process consists of three components: credits, refunds and offsets. These may all be invoked or only one of them invoked for a single overpayment. The determination of whether a refund or a credit is initiated is determined by instructions provided by the taxpayer on the return (or other correspondence) or by user configurable rules. For example, an overpayment in Sales and Use Tax remains as a credit on the current period until the taxpayer requests a refund.

Overpayments (both refunds and credits) shall first participate in an offsetting process. This process determines if any or all of the overpayment can be used to satisfy a liability within the OTR Agency or another liability from an external agency, such as the IRS or other states. The determination to offset shall be based on a set of defined business rules. Business rules shall also determine the hierarchy of liabilities that may participate in the offsetting process, when these liabilities can be offset, and the process for communicating the offset. The offsetting process shall include the generation of appropriate



correspondence to taxpayers when their expected refund/credit has been modified due to an offset.

After offsetting, the refund shall follow a refund process which includes approvals based on user defined thresholds, computation of interest payable to the taxpayer, and automated voucher transmittal to the external Treasury system. The external Treasury System shall return voucher information to the MITS.

#### **C.4.10.4.8 Offset Management**

In order to perform refund offsets, both internal to the Agency and external to other agencies, there are a set of capabilities that shall be provided to manage the potential liabilities available for offsetting. The offsets include:

- 1) Other District tax liabilities for taxpayer, spouse, and other relationships - other tax types and other tax periods
- 2) Other states' tax liabilities
- 3) IRS liabilities
- 4) Collection monies, such as bank attachments
- 5) Other agencies such as Child Support.

The offsetting process can look within the taxpayer's account using the internal system identifier to find these liabilities. For liabilities in external systems, the potential liabilities are identified by incoming interface files, using a reliable attribute such as FEIN or SSN to ensure that the correct taxpayer is matched. For some refund offsets, the matching process can occur in the MITS, at which point the offset shall occur immediately; for others the matching shall be a function of the external partner's system. MITS shall maintain the liabilities and the rules for matching the liabilities.

#### **C.4.10.4.9 Penalty and Interest Processing**

The rules, rates and amounts of penalty and interest shall be defined through user configurable tables. Taxpayer Accounting shall support all penalty calculations and applications listed in the tax type sections for each of the taxes to be processed on the system. The penalties include failure to file, failure to pay, frivolous or fraudulent filing, or failure to pay timely.

#### **C.4.10.4.10 Write-offs and Abatements**

Authorized users shall be able to abate interest and/or penalty and write-off remaining balances. Separate transactions shall be available for waivers and abatements and each shall provide full adjustment preview capabilities prior to committing to the database. Approval requirements for waivers and abatements shall be able to be set administratively via online tables. Abatement and Waiver reversal functions shall also be provided.

#### **C.4.10.4.11 Account Corrections and Adjustments**

This functionality shall allow authorized users in relevant areas of the OTR to enter adjusting transactions. Such adjustments include:

- 1) Transaction adjustments - line item adjustments, no-good check adjustments, reversals, in date adjustments (include recalculation of penalty and interest), payment back-outs, tax area adjustments.
- 2) Period Adjustments - due date adjustments, penalty adjustments, file period adjustments, abatements, write-off adjustments, credit adjustments, offset adjustments.
- 3) Transfers - Transfer payments and/or returns from one taxpayer, tax type and/or tax period to another in order to correct errors in accounts and records.
- 4) Correct returns and/or payments to be applied to another year, form type.
- 5) Refund adjustments for exceptions after refund is already processed, such as stop payments, and lost checks.

After the adjustments are made, there shall be automatic recalculations and re-balancing, such as penalties and interest, calculated totals, or a new request for a bill. Adjustments can be made to taxpayer accounts using a combination of OTR defined business rules and Workflow to make and approve the adjustments. In addition, if an adjustment affects the fund distributions to bank accounts, then a bank account transfer request to Treasury shall be generated.

#### **C4.10.4.12 Customer Service**

The Customer Service shall require that taxpayer information be available to internal OTR personnel, and to a limited extent the taxpayer. For the taxpayer, the functionality shall provide access to their profiles and accounts with views including profiles, contact information, returns, and transactions. The functionality shall allow the taxpayer to change specified fields, such as their name and addresses. These changes could flow through Workflow to approve the changes.

For internal OTR personnel, the system shall provide customer service agents to initiated requests by different channels, including telephone, email, Internet, written correspondence, fax, or walk-in. All contacts shall be captured and tracked to and from the taxpayers from all channels. There shall be the ability to transfer inquiries to appropriate personnel based on business rules of expertise and resources availability.

This functionality shall integrate with Document Management, allowing for use of basic templates for various formatted letters, memos and documents with the ability to merge data into the templates, and to add or change the basic wording. The document management shall allow for the imaging of selecting incoming or outgoing taxpayer correspondence. This functionality shall allow generation of appropriate correspondence at the closing of servicing the customer, including the ability to image the outgoing correspondence. This functionality is currently performed using CTS.

#### **Key Customer Service Capabilities**

- Tracking customer contacts and resolutions for any channel – IVR, telephone, email, written, or walk-in.
- Allowing taxpayers views of profile and account information.
- OTR personnel shall have access to comprehensive taxpayer information

#### **C.4.10.5 REVENUE ACCOUNTING**

The Revenue Accounting functionality shall support all the Agency level financial accounting. Detailed transactions shall be generated at the individual taxpayer level in Taxpayer Accounting and shall be rolled up through various functions for Revenue Accounting purposes. Revenue Accounting shall provide a view into the financial accounts through a set of specific online reports and screens. However, when detail is required, Revenue Accounting shall also utilize screens specifically developed to support Taxpayer Accounting functions. These online functions shall be linked to provide drill-down navigation from aggregate level financial figures to the detailed transactions.

#### **C.4.10.5.1 Unidentified Taxpayers**

The Revenue Accounting functionality shall provide the capability to capture revenue that has not yet been tied to a taxpayer, thus aiding the reconciliation process. This revenue shall be accounted for in a suspense fund until the taxpayer is identified and the funds can be transferred using the Taxpayer Accounting functionality.

#### **C.4.10.5.2 Reconciliation**

Revenue Accounting shall support the activities required for reconciliation. The MITS reconciliation shall reconcile: Taxpayer Accounting data, Revenue Accounting data, bank account data, and external General Ledger data. The reconciliation shall take into account payments processed by revenue stream (Assessment, Filed with Return), refunds issued and offsets performed.

#### **C.4.10.5.3 Revenue Distribution**

Revenue Distribution function summarizes all the individual taxpayer level transactions by fund for the period. Revenue Distribution shall calculate the distribution of revenue into bank account funds according to OTR-defined business rules.

### **C.4.10.6 COMPLIANCE AND CASE MANAGEMENT**

#### **C.4.10.6.1 Generic Case Management**

The Case Management functionality shall facilitate the creation, maintenance and tracking of cases that are initiated within and outside the MITS solution.

#### **C.4.10.6.2 Case Management Scope**

MITS shall accommodate different types of cases, such as audit, collections, and bankruptcy. Case Management shall be able to support all tax account types administered by the Agency.

#### **C.4.10.6.3 Case Creation**

#### **Key Compliance Case Capabilities**

- Leverage Case Management (major type of Case),
- Measure Compliance with performance measures
- Integrated Business Rules, and Document Management
- Comprehensive Collections for all types

#### **Key Revenue Accounting & Distribution Capabilities**

- Revenue Reporting
- Reconciliation of revenue to system postings
- Calculating and distributing amounts to taxing authorities

The system shall be designed to support three ways in which cases can be created on the system - online, via interface, and automatically based on business rules contained in the system. The design objective is to maximize the extent to which cases can be created automatically to make the system as productive as possible and to achieve uniformity in the application of Agency policy.

MITS Case Management shall automatically create cases as a result of Discovery using external data to increase the probability that OTR will gain the most revenue. Case Management shall also automatically create cases using internal data from Taxpayer Accounting, Taxpayer Identification and other functionalities of the system. This automated creation of cases shall be based on user controlled rules that define the circumstances when cases should be created. Users shall also be able to create a case on demand as well.

#### **C.4.10.6.4 Case Functions**

Cases shall be tracked throughout their life-cycle. Activities for the case shall be assigned to OTR personnel, tracked against due dates, and additional information attached to the case, such as notes, correspondence, and images.

Requirements for case processing call for full life cycle capabilities for all case types. Although there shall be significant differences in case data tracked, updated and displayed, the general functionality shall be the same across case types.

The system shall also be designed to either transfer cases via workflow to and from different OTR organizational areas, or to allow different OTR areas to build on the same case with new information. This evolution or transferring of a case eliminates redundant case data storage and related synchronization issues in the areas of bankruptcy and audit cases.

#### **C.4.10.6.5 Case Management Capabilities**

The following logical processes would be included in generic Case Management.

##### **1) Determine Case Type**

- a) Create the Case with a case type
- b) Assign to OTR personnel

##### **2) Manage Case Types, (such as Criminal Investigation, Audit, and Collection)**

##### **3) Identify and modify participants and their roles**

##### **4) Monitor Case** – Includes monitoring the case's status as it proceeds through the process, and referrals to and from outside agencies. This process includes updating the Case with activities as they occur.

- a) Identify/modify activities- Create activities for the case

#### **Key Generic Case Management Capabilities**

- Case administration including:
  - Creation
  - Cancellation
  - Re-activation
  - Closure
- Management of case status including:
  - Assigning / Reassigning
  - Referring (Interface with Workflow)
  - Tracking / Reporting
- Updating and reviewing case data & information including:
  - Recording case notes
  - Recording results
  - Generating and Sending Correspondence
  - Viewing case / case results
- Integrated with Business Rules, Workflow, and Document Management, and Entity Identification

- b) Refer Case – Track case when it is referred to another area.
- 5) **Settle Case-** Identify the settlement terms for the case, and the payment request to the taxpayer or licensee.
  - a) Agree on settlement terms
  - b) Create fine and payment schedule
- 6) **Monitor Case Statuses** – Examples of cases statuses:
  - a) Active – the case is in progress
  - b) Inactive – the case has been put on-hold
  - c) Reactivated – the case has been inactive or closed, but with new information has been reactivated.
  - d) Closed - Close the Case when the penalties (fine or suspension) have been fulfilled, the Case dropped, or written-off.
- 7) **Manage Case Workflow**

#### **C.4.10.6.6 Compliance and Collections Case Management**

As part of this functionality, Collections and Compliance shall leverage the Case Management functionality to create cases for taxpayers who are either non-filers, or are deficient filers who have not satisfied their liabilities within a rules driven timeframe. The Case Management functionality shall automatically create collections or field audit cases, and shall interface with the Workflow capability to assign the cases to examiners or auditors. Once an internal case is created, the system shall automatically update the case based upon relevant events such as receipt of a payment, or adjustment of a taxpayer's liability.

#### **C.4.10.6.7 Collections and Compliance Case Management Scope**

Case Management is unique among the functionalities in MITS given that requirements for certain of its case types span all tax account types administered by the Agency (as opposed to the business tax types that bound the scope of the other functionalities in the system). Collections, bankruptcy, and audit cases are to be implemented for all OTR taxes.

#### **C.4.10.6.8 Compliance and Audit Programs**

There shall be the ability to store initiative programs with their associated performance measures. This functionality shall produce Compliance and Audit Programs reports, including the statistics of performance measures, number of cases, adjustments, and amount collected.

#### **C.4.10.6.9 Compliance/Collections Case Phases**

The case shall automatically move through user defined phases based on business rules. Business rules shall move the case from phase to phase, specified by either an elapsed period of time, or driven by the OTR user. There shall be a separate set of business rules

for each phase of the case. These phases include assessments, liens, levys, and bankruptcies.

When the case has progressed to a given status, certain activities shall be performed. These activities, such as liens or levys shall each have their individual processing requirements and screens, and shall require unique interfaces.

#### **C.4.10.6.10 Case Scoring and Prioritization**

This functionality requires a score for Audits and Collections, that shall be used to assign a priority for allocating resources based on historical compliance of the taxpayer. In addition, factors of the taxpayer assets and possibly the industry would be involved in determining potential candidates for a case. Different factors would be used for audit and collections cases. These scores would be recalculated as new information arrives from external sources, such as banks.

#### **C.4.10.6.11 Case Business Rules**

This functionality uses OTR-defined rules to determine case actions, (e.g. placing holds on accounts to suspend collection activity for bankruptcy, and automatically releasing liens when the balance is under a certain amount).

#### **C.4.10.6.12 Taxpayer Billing**

The Collections and Compliance functionality shall perform taxpayer billing and producing notices for outstanding balances identified by Taxpayer Accounting.

When the Taxpayer Accounting functionality computes an outstanding balance in a period and determines (based on account settlement rules), it is appropriate to start billing procedures. The Case Management functionality is triggered to create a case based on business rules. There shall be a collectability computed for every Accounts Receivable balance due. The Case Management functionality then is responsible for generating the series of billings based on business rules of days and outstanding balances.

#### **C.4.10.6.13 Compliance/Collection Interfaces**

The IRS is a major interface partner for compliance functions, providing federal data that the OTR uses to identify non-filers, under-reporters, and audit leads. MITS shall provide the matching functionality to compare the District data with the Federal data and make assessments and/or adjust the District return.

The OTR utilizes multiple external collection agencies to assist with collection efforts. Activity on the accounts assigned to each collection agency shall be tracked and synchronized within MITS via two-way interfaces.

The OTR desires to automate an interface with the courts for automated filing of liens and filing of bank garnishments, both personal and business.

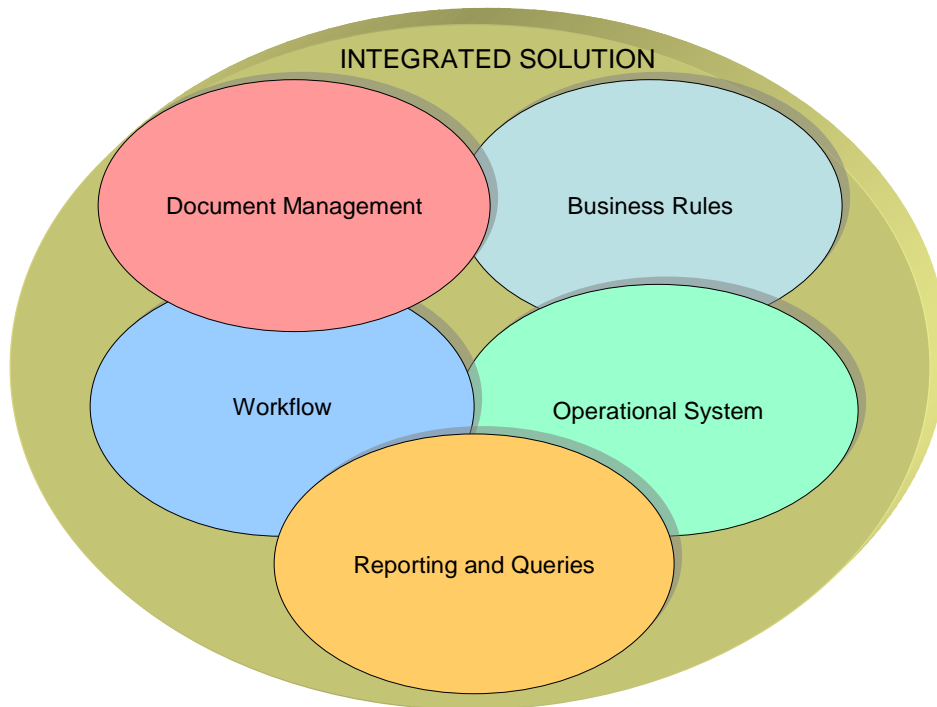
See Section C.2.4.5 - Interfaces for a more detailed description of interfaces.

### **C.4.10.7 LICENSING AND PERMITS**

Licensing and Permit functionality shall be used on a limited basis to provide motor fuel licensing and special event permits.

Bond information shall be maintained in the MITS and associated with specific licenses/licensees. The determination of a bond requirement shall be based upon certain conditions of the license account, subject to OTR-business rules.

#### **C.4.10.8 COMMON SERVICES**



An integrated solution is required so that all common services work seamlessly together. For example, business rules shall govern the calculations and automatic triggering of processes within the operational system, and also govern Workflow. Workflow governs document management.

Common Services are components that provide a service to other functional functionalities within the MITS. It allows all the application functionalities to request the common service using a consistent interface and enables the designers of the application to avoid duplication of code across application functionalities. This in turn reduces the development effort and more importantly the maintenance load.

There are common services that have been identified for MITS: User Interfaces, Business Rules, Document Management & Correspondence, Reporting, Notices, Workflow, and Configuration Tables. Each service shall be described in more detail below.

##### **C.4.10.8.1 User Interfaces**

The MITS solution shall allow the OTR personnel easy and comprehensive access to taxpayer information. There shall be user-configurable customized views and application navigation based on the user, group or organizational requirements. There shall be seamless integration between all application components, such as the collections functionality, accounting, and Business Intelligence/Discovery and Leads Management . In addition, users shall be able to view these components simultaneously. Summary screens shall display key information to reduce the screen navigation required to complete specific groups of job tasks. Users shall be able to view multiple screens for one or several taxpayers to assist them in their analyses.



The system shall also provide standardized application help content and help content viewing facility to assist users with accomplishing one or more work tasks.

#### **C.4.10.8.2 Search Engine**

It shall be necessary to search accounts by several criteria, including but not limited to: FEIN #, SS #, Entity Registration #, entity name, a document locator number, taxpayer social security number, taxpayer address, and taxpayer phone number. It shall also be able to search for all related accounts to the one currently being processed.

#### **C.4.10.8.3 Business Rules Management**

The Contractor shall implement business rules in such a manner that the functionality and requirements defined are integrated across all components of the MITS solution.

The requirements of this solution shall allow the storage of the business rules in a table(s) so that the rules, operators, constants, conditions, and events may be created and modified by administrators, and shall not require changing program code.

##### Business Rule Representation and Coverage

Business rules shall be maintained in a table(s) that does not require programming to add or change. There shall be coherent representations of the effect of particular combinations of settings to allow the user to understand the impact of a change of a rule before staging it to production.

##### Integration and Links

The rules engine shall integrate with all other components and technologies, such as application program code, database management systems, other process management software, and document management software. These include program code, database links, and process flows.

##### Triggers and Conditions

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The rules engine shall allow for the testing of conditions, which is triggered by events in the program logic.

##### Resulting Actions

Once conditions are tested and results provided, the business rules shall determine the appropriate action to be taken, such as executing another business rule, interface with workflow for an exception, set a value or status (ex. Suspended return), execute a process (e.g., Create a collections case).

##### Ease of Use and User Maintenance of Business Rules

This category describes the human interaction with this tool. Ease of use is critical because the human interface is the context for capturing and analyzing the rules. Ease of Use factors include the development, operation, and administration of rules.

##### Performance and Scalability

#### **Use of Common Services**

- Use of business rules to maintain logic without additional programming
- Automated workflow
- Document Management & Correspondence generation
- Use of universal notes
- Management reporting for key metrics

This category addresses requirements for rule engine tools to handle large rule bases under high-volume batch and on-line uses in an efficient way.

Examples of business rules:

- 1) Calculate correct AGI for comparison against return AGI.
- 2) Automatically identify accounts for license holds and corporate charter revocations.
- 3) Select candidates for audit.
- 4) Create a collections case based on time elapsed from due date on assessments.
- 5) Put hold on an assessment until tax computation has been released.
- 6) Suppress collection notices while case is in bankruptcy.
- 7) Produce notices if certain conditions occur.

#### **C.4.10.8.4 Content/Document Management**

Better documentation management shall improve auditing and allow the OTR to verify the validity of documents post issuance. Document scanning shall be completed quickly and efficiently and not significantly impact the time to complete the transaction process.

OTR staff receives and generates a considerable amount of documents across all business operations. Most documents are associated with a particular taxpayer and application, case or other situation. The MITS solution shall include document management capabilities to capture, organize, track and retrieve these documents.

Documents shall be captured and retrieved at a variety of locations within the OTR. The document management system shall allow for quick scanning of documents. The MITS implementation contractor shall integrate document management with the business applications/subsystems of the MITS solution.

The document management and imaging are important and integral parts of the MITS solution. Some of the important requirements for the solution are as follows:

##### **C.4.10.8.4.1 Document Management Capabilities**

- 1) **Scan Document** –
  - a) Image a document and identify document type.
  - b) Assign it to a taxpayer, case, tax type and any other parameters that may be defined at a later time.
- 2) **Retrieve Document** – for viewing on screen
- 3) **Annotate Document** – with signature or other information
- 4) **Browse Documents** – view documents
- 5) **Document Report** – list of documents available
- 6) **Print Documents** – to printer
- 7) **Send Documents** – via email or facsimile

8) **Track Document Version** – if the document is updated, all versions shall be kept. OTR requires all incoming documents of predefined types to be scanned, indexed and attached to the right entity, account, or case. The Contractor shall define and set up indexes for the different types of documents to be stored and retrieved in the Document Management System. Every new image shall trigger the next step of the workflow (either based on the MITS business rules or Imaging System workflow). The Document Management System shall be easy to use and fully integrated with the MITS solution. When a user, working with the MITS screens, selects to retrieve the image(s) which belong to the examined taxpayer or case, the Document Management System shall show the image.

The Document Management System shall use imaging to allow for easy filing and quick access to all paperwork. Documents to scan include:

- 1) Returns
- 2) Letters
- 3) Applications
- 4) Forms
- 5) Notices & Correspondence
- 6) Other pertinent documents that may be presented

#### **C.4.10.8.4.2 Correspondence Management** - subset of Document Management

The Correspondence framework within MITS is intended to provide a consistent approach for requesting, producing and retrieving correspondence sent to taxpayers. This framework shall provide for correspondence to be distributed through multiple communication channels (e.g., email and fax), and shall support both system and manually initiated correspondence. Requirements include the capability to export all generated correspondence to an electronic document management system for storage, retrieval of legal copies, and production of notices.

#### **C.4.10.8.4.3 Enhanced Notes Capability**

The notes capability shall be able to be accessed by all OTR personnel (subject to authorization) for storing and viewing text notes. Notes can be related to either taxpayers or cases. Notes shall be available for all MITS functional processes.

#### **C.4.10.8.4.4 Requirements for Notices**

Notices are sent to taxpayers for demands for payment, or any other correspondence reason, such as tax computations, or actions taken for collection. The basic requirements are to develop templates of notices that are customizable and shall be under version control, with variables that shall be merged at the time of production.

The notices shall be automatically produced for all notices on demand or according to OTR-defined business rules.

#### **C.4.10.8.4.5 Automated Workflow**

This capability shall help the OTR achieve many of the important objectives set forth for the system, including improved processing efficiency, reduced paper usage, increased operational flexibility and improved reporting. Integrated Workflow is an important component of MITS. It shall be utilized throughout the MITS solution. Workflow can be described as predefined process flows that include the use of work lists, work groups and exit and routing rules to efficiently accomplish a task or set of tasks. Workflow capabilities include load balancing, process monitoring, and reporting to help supervisors and managers efficiently manage the distributed work across limited division and Agency-wide resources. The Workflow shall have the ability to send a specified number of tasks from a master work queue to individual work queues in a cluster of tasks.

#### **C.4.10.8.4.6 Configuration Tables**

Reference data shall be maintained in online tables. These tables shall include options controlling processing. Examples include parameter values related to interest rates, tax rates, filing periods, grace periods, tolerances, penalty amounts, and other values used in processing. Major capabilities for these tables shall include the ability to add, change, and inactivate data online and in batch, produce hardcopy table listings, provide effective dating where appropriate, and to archive reference data.

An especially important requirement is that processing options in code tables shall be able to be managed by users. This requirement effectively requires an intuitive facility that has the following characteristics:

- 1) Validation rules regarding each code table setting to allow only pre-approved settings
- 2) Validations that span multiple settings so that the effect of various combinations of code settings can be checked.

### **C.4.10.9 QUERY AND REPORTING REQUIREMENTS**

#### **C.4.10.9.1 Reporting Capabilities Overview**

The purpose of the reporting service is to provide a common facility for the production of reports identified within each functional area. The reporting service shall store the data access definitions and report layouts for all the standard reports, provide a facility to save ad-hoc reports and their results in a library, enable scheduled batch execution of reports and handle the distribution to end-users. The ad-hoc report generation shall include metadata that shall provide a layer of extraction from the data elements. End-users shall be able to choose from more 'plain English' data element names when constructing ad-hoc queries and reports.

MITS shall provide a common function for producing both standard and ad-hoc reports, as well as allowing for searches and queries of system data. The District requires that reporting and queries will be able to access both the MITS operational system as well as the Tax Data Storage Repository, wherever the required reporting data resides.

The types of reports that shall be generated include operational reports, control reports, financial reports, performance reports, statistical reports and revenue reports. Users shall be able to easily generate and modify reports and queries without the need for programming. This function shall provide flexible options for viewing, saving, exporting and printing the results of reports and queries.

#### **C.4.10.9.1 Types of Reports**

The tools used for reporting and analysis will support:

**Strategic Reporting** - Summarized statistical and analysis reporting, such as:

- 1) The number of assessments made by industry code.
- 2) Cases by auditor, supervisor, in or out of State, and tax type.
- 3) Which collection parameters will bring in the most revenue?
- 4) Which customer demographics bring in the most collections?
- 5) Growth in income of groupings of taxpayers and tax types.
- 6) Collection analysis and reporting
- 7) Revenue & data by counties & municipalities
- 8) Use of tax credits

#### **Performance Indicators**

- 1) Compliance goals and objectives
- 2) Monitor key performance indicators
- 3) Performance Metrics shown in graphical form

#### **Production Reporting**

These reports are designed to meet the regular needs of District operations. The reports are run and distributed on a regular basis and used to manage District operations. The tools will allow these reports to be developed using primarily graphical means and scheduled to process automatically.

The Contractor shall design and develop a starter set of operational reports. The Contractor shall address the requirements of each of the different business areas and set up reporting universes for each of the business areas; e.g. taxpayer accounting, returns processing, compliance and collections, revenue accounting, motor vehicle fuel, alcoholic beverage.

The following sections include the best candidates for these reports, although the Contractor may propose refinements in this list. The Contractor shall also provide knowledge transfer to the District employees in the design and development of these reports to ensure that the District employees will be able to develop their own reports after training.

#### **Ad-hoc Reporting**

These reports are designed to meet special purpose needs. While similar to standard reports, they may not be scheduled or run repeatedly. The system must allow analysts to copy logic and designs from other ad-hoc reports to create new ones.

The Contractor shall provide the query tool and the ability to produce ad hoc reports. The Contractor shall develop a starter set of queries. The following sections include the best candidates for these queries although the Contractor may suggest refinements in this list. The Contractor shall also provide knowledge transfer to the District employees in the development of these queries to ensure that the District employees will be able to develop their own queries after training.

The District believes that the two major difficulties faced by users trying to create ad hoc reports are the complexity of the data structures and the complexity of the tool. The Contractor shall address both of these issues in the design of the reporting database, in the training on producing reports, and in support.

### **Analysis Reporting**

The analysis reporting will allow queries or reports based on flexible parameters such as time period, geographic area, or taxpayer demographics. Parameters will allow the same report or query to produce many variations.

#### **C.4.10.9.2 Data Dictionary**

A data dictionary must be available that allows analysts to quickly understand and use the data that is in the system for reporting.

#### **C.4.10.9.3 Report Library**

The Reporting and Analysis tools must have a function for documenting the library of reports and the purpose.

#### **C.4.10.9.4 Scheduler and Distribution**

The subsystem must be capable of running reports either on a one time or on a regular basis. In addition, it must have a facility for storing, managing and distributing completed reports electronically for access by authorized staff around the District.

#### **C.4.10.9.5 Contractor Tasks:**

- 1) Refine the candidate list of starter set reports and queries. The District is expecting that the Contractor shall recommend which candidates shall be production reports and which ones shall be queries.
- 2) Design, develop, test, and implement the new starter set production reports and queries
- 3) Provide formal training and knowledge transfer to the District employees in creating their own reports and queries

#### **C.4.10.9.6 Contractor Deliverables:**

- 1) Installation of report writers for operational reports and queries
- 2) Starter set of production reports and queries

3) Execution of reporting and querying training, and training materials

**C.4.10.9.7 Starter Set of Reports and Queries by Subject Area**

The following are the candidate lists of Production Reports & Queries by subject area. The Contractor and the District shall determine which reports and queries shall be shared by multiple Subject Areas. The District shall make the final decision. A subject area is related to a business function rather than an organizational unit. An organizational unit may produce reports from multiple subject areas:

<b>Returns Processing</b>	
<b>Candidate Reports</b>	
<b>Report Name</b>	<b>Report Description</b>
Daily Production Report (used by executives)	<p>Includes:</p> <ul style="list-style-type: none"> <li>• Lists Summary of Processed files by tax type and source (e.g., Web, lockbox, fed/state, and in-house. Data includes: files received, files in error, files without error, Total records, number of returns.</li> <li>• Totals of posted and suspended transactions by tax type, form type, source, and filing frequency</li> <li>• Suspended batch items</li> <li>• Includes review item transactions (review after posting) by tax type and source</li> <li>• Refund transactions by tax type and source, and those meeting fraud detection threshold</li> <li>• Total returns not matched in Business Intelligence/Discovery and Leads Management</li> </ul>
Lockbox Files Processed Successfully	Lockbox files – number of items processed by category by tax type, including file number (where applicable), with total number of records processed.
Web Daily Batch Status Report	Summary report of daily Web batches by account type by batch status including: number of items, date suspended, batch remittance amount, batch id, and form.
Web Processing Summary Report –	Daily report by processed date, summarizing total jobs executed, total jobs successful, total jobs unsuccessful, including: job name, start date/time, end date/time, max record count, and runtime.

<b>Returns Processing</b>	
<b>Candidate Reports</b>	
Daily Batch Processing Report	<p>Daily report by processing date and source (paper or electronic). Summarizes total jobs planned and actually executed, total jobs successful, total jobs unsuccessful.</p> <p>Data includes: job name, start date/time, end date/time, max records, and runtime.</p>
Daily Batch Status Report	<p>Summary report of daily batches by source (paper or electronic), by account type by batch status. Includes: number of items, date suspended, batch remittance amount, batch id, and form.</p>
Fed/State E-File (future MeF) Validation Report	<p>Daily report on MeF transactions interfaced into MITS</p>
Business Registration Report	<p>List of new daily business registrations</p>
Suspense Returns	<p>Summary report of suspense returns by age group (0-30, 31-60, 61-90, 91-120, 121-150, 151-180, 180+ Days), by form type, process date, taxpayer identification number, transaction number, source type, and suspense reason.</p> <p>Shall summarize by age group, form type, taxpayer ID, transaction, process date, suspense reason, and include total count.</p>
All Transactions/Payments in Suspense	<p>This report shall capture all transactions and payment/receipts in MITS that are suspended and list by age group (0-30, 31-60, 61-90, 91-120, 121-150, 151-180, 180+ Days). Shows individual items, reason, and \$ amount.</p> <p>Shall summarize the suspense transactions by age group, suspense type, and source of payments, and show total count and total dollar amount.</p>
Review Items Status Report	<p>All items in review by review type (Accounts Receivable or Credit Balance). Data includes: transaction number and review criteria, and status of review item.</p>
Alcoholic Beverage	<p>Monthly Alcoholic Beverage Report by Alcohol Type summarizing quantity and tax amount reported with</p>



<b>Returns Processing</b>	
<b>Candidate Reports</b>	
Collection Analysis	grand totals.
Wholesaler's Alcoholic Beverage Report	Monthly Statistical Report by Wholesaler across alcohol class summarizing quantity and tax amount reported.
Motor Fuel Tax	Monthly Report – Taxpayer Name, Period, Payment Date, Payment, OCFO system #, Record
Fuel Tax Worksheet	Name, To Be Accounted For, Total Nontaxable Distribution, Net Taxable of Diesel and Gasoline, Sales at Self Operating Retail Stations, Taxable Uses, Total Taxable Distributions, Accounted For, Taxable Diesel, Tax Paid Purchases, Previously Taxed Sales to US, DC and Diplomats, Adjustments of Previous Months Reports, Net Taxable Gallons, Net Tax Due
Worksheet for Motor Fuel Bonds for Fiscal Year	Motor fuel Bonds - Name, Period, Payment, Bond Amount
Alcoholic Beverage Revenue Collection	Revenue by beverage category and totals
Collection Analysis for month	Retail, wholesale and total

<b>Returns Processing</b>	
<b>Candidate Queries</b>	
Query and report on all entity relationships and cross-references between relationships (e.g., joint taxpayers, spouse, injured spouse, innocent spouse, partnerships, licensees, Limited Liability Companies, parent to subsidiary affiliations, pass-through entities, entities to responsible persons, dependents, paid preparers, entities to employees/contractors, corporations).	
Query on tax return data.	
Query on suspense items by age group	

<b>Taxpayer Accounting</b>	
<b>Candidate Reports</b>	
Report Name	Report Description

<b>Taxpayer Accounting</b>	
<b>Candidate Reports</b>	
All Payments/Receipts Posted to Taxpayer Accounts by Tax Type	This report shall capture all payments/receipts posted to taxpayer financials in MITS. This report shall be used to tie out cash in bank vs. postings to ITS daily.
Credit Balance Report	<p>Listing of taxpayers with balance over \$10,000 with name and credit balance.</p> <p>Summary of credit balances by account type, including total count and balance sum;</p> <p>Summary by aging group (0-30, 31-60, 61-90, 91-120, 121-150, 151-180, 180+ Days) , including total count and balance sum;</p> <p>Summary by review criteria, including total count and balance sum;</p>
Accounts Receivable Aging Report	<p>Listing of taxpayer name and balance by receivable aging group</p> <p>Summary of account receivables by receivable aging group (0-30, 31-60, 61-90, 91-120, 121-150, 151-180, 180+ Days), including total count and balance sum;</p> <p>Summary by tax type, including total count and balance sum;</p> <p>Summary by review criteria, including total count and balance sum</p>
Taxpayer Credit and Debit Balance Account	By taxpayer Account, by tax type, by tax period for a closing month, a listing of all taxpayer account that have either a credit or debit balance. This report will only list the accounts that have a balance for a specified tax period.
Lockbox Payments by Tax Type	Detail report of lockbox payments by tax type, including transaction number, amount, and payment date with total items and total amount.
Daily Deposit Report	Detail report of deposits by bank account number and tax type. Data includes: deposit ticket number, deposit date, and deposit amount.
E-Check Rejects	Detail report of e-check rejects by tax type, including ID entity, name, transaction number, account type, period begin, amount, reason, and date (for individual); including ID entity, name, transaction number, account type, account, period begin, amount, and reason (for

<b>Taxpayer Accounting</b>	
<b>Candidate Reports</b>	
	business).
Refund Cycle Report	Statistical Refund Report by source for Unclean, Clean and All Refunds, including return count, average days from receipt to processed, average days from processed to issuance, total cycle time, average amount, and total amount.
Detail Refund Report	Detail report of refunds, including ID transaction, ID transaction refund, date paid account end, date in, date processed, date refund check, amount approved, amount refunded, id bank, code type transaction, code type transaction refund, and days from receipt to processed.
Refund Voucher Report by Tax Type	This detail report will display all ITS refunds approved by the OTR staff for review by the RCU. The refunds are listed on vouchers by tax type.
Approved Refund >10K Report by Tax Type	This detail report will display all refunds (approved on the above vouchers) that are > 10K. This report will be used to review those high dollar refunds based on established criteria.
Approved Refund Voucher Report	This summary report will list the dollar amounts and item count for all vouchers approved by the RCU Manager (or a certified officer) for final overnight processing.
Confirmation of Direct Refund Processing Report	This detail report will display the results of the overnight batch processing of direct deposit refund vouchers approved the night before.
Confirmation of Paper Check Processing Report	This detail report will display the results of the overnight batch processing of direct deposit refund vouchers approved the night before. The results of this report and the Confirmation of Direct Refund Processing Report shall match the total item count and dollar amounts found on the Refund Voucher Report (minus any item sent to pending).
Change / Exception Report by Tax Type	This detail report will display tax refund items that originated on the Refund Voucher Report that was sent to pending and not processed with the overnight batch. Ensure that the employee ID of the OTR staff member

<b>Taxpayer Accounting</b>	
<b>Candidate Reports</b>	
	who sends refund to pending is displayed on the report.
All Refunds Processed Current vs. Last Year (monthly) by Tax Type	This detail report is organized by tax type, taxpayer id, item count, \$ amount and fiscal year.
All Refunds Processed YTD by Tax Type	This detail report will be organized by tax type, taxpayer ID, and by tax year of the refund. Reconciliation of this report is accomplished port by adding the results of all the Confirmation of Direct Refund Processing Report to all of the Confirmation of Paper Check Processing Report. Additionally, through sorting method, and by using the conditional formatting feature in Excel, this report can be used to help identify if the system is producing duplicate refunds in a given fiscal year.
MITS Returned Check (NSF) Report by Tax Type	This report is used as supporting documentation to reverse the revenue in the OCFO system, and provide the Collections Department a list of taxpayers who owe the District check fees.
Unclaimed Refund Checks	Monthly Report- Query
Cancelled Refund Checks	Daily/Monthly Report – Query
Taxpayer Offset Report	By taxpayer and tax period, list of offsets and dollars offset.

<b>Taxpayer Accounting</b>
<b>Candidate Queries</b>
Compare current vs. previous year's data for a given taxpayer.
View related accounts to an entity.
All taxpayers with a credit balance over X dollars (e.g., \$10,000).
List of all refund requests for specific taxpayer over X dollars across tax periods and tax types.
For a specified taxpayer, what transactions were posted for a specified period of time

<b>Revenue Accounting</b>	
<b>Candidate Reports</b>	
<b>Report Name</b>	<b>Report Description Report</b>
Fund Distribution Reports for WCCA	This report is used to transfer funds from the Sales & Use exception account to the Washington Convention Center Transfer Account/District Sales & Use Account.
ITS Daily Un-reconciled Deposit Report	Daily summary report by bank account, displaying deposit ticket, deposit date, keyed amount, calculated amount, difference
Non GAAP Credit Report- As of Monthly report	By tax type. This report lists historical credits, deceased amounts, and categories of credits and refunds (including current credits and refunds, suppressed refunds, deceased amounts). (Note that this report includes property taxes.)
Non GAAP Receivables Summary Fiscal Report- As of Monthly report	By tax type. This report lists historical assessments and receivables from cases, write offs, payment discrepancies, and categories of receivables from different causes (including bad addresses, bankruptcies, deceased, government agencies, suppressions, and delinquencies. (This report includes property taxes.)
Accounts Receivable GAAP Summary Fiscal Report- As of Monthly report	By year and by tax type, list of total receivables.
Overpayment Credit Balance Summary Fiscal Report- As of Monthly report	By tax type, list of total overpayment credit balance and number of items.
Prepayment Credit Balance Summary Fiscal Report- As of Monthly report	By tax type, listing of total prepayments and number of items.
Motor Fuel Fund Distribution Report	This report is used to reconcile OCFO system motor fuel bust tax deposits (net refunds) to postings in ITS. The funds are transferred from OTR to the District Department of Transportation (DDOT). The Motor Fuel transfers are for the District Motor Vehicle Fuel Taxes collected for DDOT. RAA performs a reconciliation between the revenue booked (by RPA) in OCFO system and the revenue reported in ITS. Based on this reconciliation, RAA requests that Treasury (OFT) executes a wire transfer to DDOT. RAA works closely with the Compliance Administration (Audit) and RPA to ensure that the appropriate backup

<b>Revenue Accounting</b>	
<b>Candidate Reports</b>	
	<p>documents are maintained for the Motor Vehicle fuel tax return, including any penalty and interests and also taxes and refunds for the Bus company returns. The bus refunds are the result of interstate highway taxes paid based on miles driven within the District. The International Fuel Tax Agreement (IFTA) rules require the license plate fees to be distributed to the other jurisdictions on a prorated basis depending on the number of miles traveled in each jurisdiction. However, since the District is not yet a member of the IFTA and not set up to pay out this fee, we refund those payments back to the taxpayer.</p> <p>Note: License plate fees are not included.</p>
Verizon Fund Distribution Report	<p>This report is generated to capture sales and use activity for transactions using code (380). Because baseball and Verizon are in ITS as the same tax type—sales and use sub headed as (special tax), RPA is unable to separate the payments when they are received. Accordingly, all of the payments are posted to agency (AT0). The report details the payments for both Verizon and Ballpark taxpayers. The taxpayers are identified by the account numbers associated with the filing. All of the account numbers begin with (380). For ballpark, the total amount less the WCCA portion where applicable is transferred from AT0 to BK0. For Verizon the report is used to determine the amount that is transferred from bank ID 200 to bank ID 823 because Verizon receives a dedicated amount of 42.5% of the total tax amount.</p>
Baseball Fund Distribution Report	<p>This report is generated to capture sales and use activity for transactions using code (380). Because baseball and Verizon are in ITS as the same tax type—sales and use sub headed as (special tax), RPA is unable to separate the payments when they are received. According, all of the payments are posted to agency (AT0). The report details the payments for both Verizon and Ballpark taxpayers. The taxpayers are identified by the account numbers associated with the filing. All of the account numbers begin with (380). For ballpark, that total amount less the WCCA portion where applicable is transferred from AT0 to BK0. For Verizon the report is used to determine the amount that is transferred from bank ID 200 to bank ID 823 because Verizon receives a dedicated amount of 42.5% of the total tax amount.</p>
O-Type Fund Distribution Report	<p>The O-Type Fund fee is an administrative fee that is assessed on delinquent accounts on the 91<sup>st</sup> day of delinquency. The fee is 10% of the outstanding liability from two hundred dollars to forty-nine thousand dollars. At fifty thousand dollars and above the fee is a flat rate of five thousand dollars. The fee does not incur interest. It is a one time fee and is non-refundable except in cases where there has been an error identified by the Compliance Administration. The fee is assessed on all tax types</p>

<b>Revenue Accounting</b>	
<b>Candidate Reports</b>	
	except Real Property. ITS is set up to automatically assess the fee on the 91 <sup>st</sup> day of delinquency. There was a Crystal report that listed the fee on a summary basis that was used to make the required journal entries for bookkeeping. That report is experiencing technical difficulties and a request has been forwarded to ISA to have the report reset. RAA is responsible for posting the entry in OCFO system.
Discovery Fees Fund Distribution Report	Semi-Fiscal Year Report.
Nursing Home Fund Distribution Report	The Nursing Home reconciliation is for OTR taxes collected from Nursing Homes Providers for the Department of Health. RAA performs a reconciliation between the revenue booked by RPA in OCFO system and the revenue reported in ITS. Nursing Home Provider (Currently named Nursing Facility Assessment) is a fee collected and distributed by the OTR.
High Income Filers Report	This report is a detail list of high income filers with zero liability. This report shall be used to determine whether high income filers with zero liability are including A/R.
TIF Payment Transfers for Period	By account period, a listing of account IDs, transactions, payment amounts, sales collected, dollars for sales fund, bag fee, and amount transferred to TIF account. The TIF portion is totaled, and then the adjustment is subtracted providing the total transfer amount.
Compare Current Revenue vs. Previous Year (by Tax Type)	This report will be used to track the trend of revenue receipts from current year vs. previous year.
Transfer Payment Report	This report will be used to capture transfers from one tax type to another in ITS to accurately record the revenue adjustment in OCFO system. Example: A taxpayer makes payment to OTR and we record the payment in OCFO system as an increase to individual income revenue and post the payment to the taxpayer individual financials in ITS. Taxpayer called and said the payment was actually to pay their corporate tax liability and the Customer Service agent transfers the payment to his corporate account in ITS. This report would be used to adjust the original revenue recording in OCFO system from individual to corporate to match the transaction that occurred in ITS.

<b>Revenue Accounting</b>
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<b>Candidate Queries</b>
Provide reporting on a flexible basis;
- Across multiple tax periods
- By liability period, collection period and filing period
- Support multiple frequency reporting (e.g., daily, monthly, quarterly, annually)
- By tax type, tax subtype and distribution detail
- By demographic region
- Credits by source and type
Compare sales tax by groups by year by industry.
Compare withholding accounts by industry code.
Report on specific credits (e.g., long-term care credits, business tax credits).
Report income tax revenue for corporations of a given size.
Monitor revenue from estimated tax payments.
Provide statistics on revenue by tax type, by industry.

<b>Audit, Compliance &amp; Collections</b>	
<b>Candidate Reports</b>	
<b>Report Name</b>	<b>Report Description</b>
Accounts Receivable Aging Report	Defined in Taxpayer Accounting. This report will be shared.
Case Aging Report	List of aged open cases by case type, employee and time interval buckets.
Case Status Statistics	By case type (e.g., audit, collections) - data includes: number of cases for each status (e.g., opened, closed.), number of cases in or out of state.
Overdue Activities Report	By employee, list of overdue activities and corresponding case.
Collection Statistics	Number of cases, adjustments, revenue collected, number of offsets, tax, penalty and interest.
Compliance Program Report	Report goals, objectives and performance measures for each compliance program (e.g., RAR, CP2000, FAGIM) for time period. Performance measures could include: number of cases, adjustments, revenue collected, number of offsets, tax penalty and interest, amounts of itemized deductions.



<b>Audit, Compliance &amp; Collections</b>	
<b>Candidate Reports</b>	
Audit Program Statistics	By audit program, tax type, industry, and fiscal year - data includes: audit program goals and objectives, collection statistics, number of audits, number of assessments issued, dollar value of assessments, audit hours worked, gross receipts, taxable sales, size of business, number of auditors).
Auditor and Collector Performance	By employee, tax type, and audit size – data includes: hours spent, revenue collected per hour, summary of audit errors, audits planned, issued and completed.
State Income Tax Levy Program	Detail report indicating name, last 4 digits of social security number, and amount owed, for each taxpayer who owes federal income taxes.
Telephone Collections Report	By tax type and tax period – data includes: accounts worked, and taxpayer payments and P&I.

<b>Audit, Compliance &amp; Collections</b>	
<b>Candidate Queries</b>	
Query to list all cases for case type.	
Query overdue case activities.	
Query and report on audited refunds.	
List of delinquent and non-filers by tax types.	
Query all liabilities for a taxpayer for all tax types for all periods.	
View a history of all cases related to an entity or an account.	
Number of assessments by criteria, such as industry code.	
Cases for a specific employee and tax type.	

<b>Customer Service</b>	
<b>Candidate Reports</b>	
<b>Report Name</b>	<b>Report Description</b>
ITS Daily Adjustment Transaction Report	Detailed report of employee name, ITS#, administration, type of adjustment, date of adjustment, taxpayer information, amount of adjustment sorted by administration by date. Selection criteria: by date range

Weekly Inventory Report	Summary report of beginning inventory, incoming, completed, ending inventory, and backlog specifics (oldest date, +30 days, +60 days, and +90 days) sorted by administration by manager by employee.
Open Service Requests	Summary report by type, sub-type, sequence #, and batch summary sorted by administration by type by sub-type.

<b>Customer Service</b>
<b>Candidate Queries</b>
Maintain statistical information on categories of services provided to the taxpayer; e.g., walk-ins, phone calls, payments received, taxpayer form requests)

<b>Miscellaneous</b>	
<b>Candidate Reports</b>	
<b>Report Name</b>	<b>Report Description</b>
Revenue Collections Performance Report	A weekly report by tax type of liabilities divided by collections. Liabilities are included only if the return is posted, and collections is defined as payments or credits.
Workflow Queue Report	Daily statistics on workflow status by workflow queue type (e.g., returns suspended, payments suspended, transactions in review, case activity) by employee. Data includes count of items in each status state (e.g., closed, pending).

#### **C.4.10.10 BUSINESS INTELLIGENCE/DISCOVERY AND LEADS MANAGEMENT REQUIREMENTS**

##### **C.4.10.10.1 Objectives**

The OTR's vision is to incorporate a Business Intelligence/Discovery and Leads Management solution as part of the MITS implementation. The primary goal of Business Intelligence/Discovery and Leads Management for the OTR is to assist in compliance leads, revenue generation, and strategic/analytical reporting. The MITS solution shall accommodate the integration of internal OTR data along with the storing of external data from other government agencies, financial institutions, and data reporting companies. The solution shall also be user-friendly and allow a trained user to set various parameters to obtain information which will enhance returns processing, collection analysis, audit selection and reporting.

One of the main goals of Business Intelligence/Discovery and Leads Management is to identify non-compliant (non-filer or deficient) taxpayers using data from the IRS, OTR's internal systems and data from third parties. OTR plans to use the Business

Intelligence/Discovery and Leads Management solution to support these compliance activities.

The OTR's objectives for Business Intelligence/Discovery and Leads Management include:

- 1) Use of data from various external and internal sources to provide the capability to identify candidates for some type of further processing action (such as collections, non-filer discovery, or auditing)
- 2) Use of historical data as input to returns processing decisions, and targeting audit candidates
- 3) Ability to sort and prioritize information for efficient audit selection, and strategic handling of returns processing and collection activities
- 4) Data analytics capabilities to provide scoring or ranking of candidates and cases for the purpose of prioritization used in returns processing, or case collections.
- 5) Flexible and user-friendly access to data for queries and reporting

#### **C.4.10.10.2 Reporting**

The Business Intelligence/Discovery and Leads Management will be used to support ad-hoc user queries and reporting as required by the OTR, to include historical and strategic reporting.

#### **C.4.10.10.3 Historical Reporting**

The Business Intelligence/Discovery and Leads Management solution shall utilize historical data captured in "snapshots" over time. It will require aggregated taxpayer and transaction data as well as access to individual taxpayers and their transactions to enable the OTR to investigate taxpayer behavior over time.

#### **C.4.10.10.4 Data Mining**

The OTR desires data mining functionality to automatically determine significant patterns, trends, and hidden associations from the repository of data. For example, the OTR would like to use data mining to investigate patterns for identifying fraudulent returns, and how to maximize collectibles.

#### **C.4.10.10.5 Data Architecture**

The external and internal data shown in the boxes below shall share the data necessary required to perform the functions of Discovery and Leads Management, strategic and analytical reporting, and operational reporting. The Contractor shall implement a data architecture that represents the most efficient technical solution.

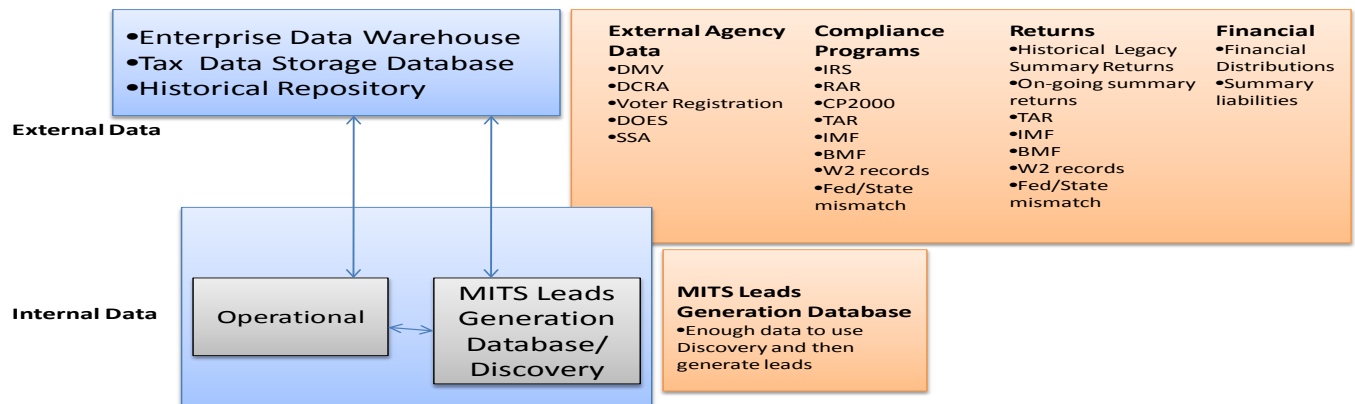
The OTR houses an in-house Enterprise Data Warehouse, Historical Repository, and a Tax Data Storage repository, all of which are external to MITS. These three data storage areas/warehouses will be used for reporting a combination of MITS tax data with external agency data. The external data includes external agency data, historical legacy data, and summarized transactions. The Contractor may leverage these areas of data storage to accomplish the objectives of the MITS Business Intelligence/Discovery and Leads

Management, or leverage an internal integrated Business Intelligence/Discovery and Leads Management database to meet this requirement of the MITS solution.

If the Contractor is leveraging their own internal database in addition to the OTR data storage areas, the Contractor shall still be responsible for uploading any data to one or both of the external areas if the data is determined to be shared by OTR functions other than taxation, or by external agencies outside of the OTR. Examples of the types of data that shall reside in the external data storage areas are:

- 1) External Agency Data – for asset search and taxpayer validations
- 2) Compliance Programs data
- 3) Historical Returns – both from the legacy system read-only, as well as summary returns from MITS
- 4) Summary Financial Transactions

Loading of data shall be in a flexible, easy to configure solution which may include real-time or batch, depending on the requirements for the currency of the data.



## C.4.11 TECHNOLOGY AND OTHER REQUIREMENTS

### C.4.11.1 ARCHITECTURE REQUIREMENTS

These requirements are based on the Enterprise Architecture described in Section 2.4.4.

The Contractor solution shall incorporate an Operational Reporting Database within its COTS product to provide MITS operational reports or the Contractor solution shall utilize the Tax Data Storage repository for this purpose.

The Contractor solution shall incorporate Business Intelligence/Discovery and Leads Management within its COTS product, or the Contractor solution shall utilize the Tax Data Storage repository for this purpose.

The Contractor shall utilize the Business Intelligence tool Cognos, for all reports that access data from external sources, or combine data from MITS and external sources. The Contractor may utilize reporting software other than Cognos for implementing required reporting if the data source(s) resides solely in the MITS Operational Reporting Database, or if external data has been copied into and resides within the MITS operational system.

#### **C.4.11.2 TECHNOLOGY REQUIREMENTS**

The following is a table of technology requirements. The requirements are listed as mandatory or desirable. The Contractor shall adhere to all mandatory requirements.

<b>No.</b>	<b>Standard Description</b>	<b>M=Mandatory, D=Desirable</b>
<b>ENVIRONMENT</b>		
	<b>System Interfaces</b>	
SI1	Support System Interfaces based on a Service Oriented Architecture	M
SI2	Support System Interfaces using Web Services, leveraging XML with standards such as SOAP, WSDL and UDDI	D
SI3	Support System Interfaces to District Middleware tool such as Oracle Fusion as intermediary	M
	<b>Servers</b>	
S1	DELL R710 servers with a minimum of two 4-core 3 MhZ CPUs, a minimum of 64 GB RAM, and a minimum of 500 GB local storage.	D
S2	Servers will run either Windows 2008 R2 or better; or Oracle Linux 5.5 or better.	M
S3	Virtualization technology will either be VMWare 5 or better; or will be Oracle VM 3.1 or better.	M
S4	SAN storage used for all application data. Local storage only used for OS.	D
S5	VMotion HA/DRS used to provide high availability within the server room.	D
S6	Data protection provided by Netbackup 7.5 or better.	D
	<b>Desktops</b>	
D1	DELL Optiplex 790 desktops or better; with i3 CPUs (or better), 4 GB RAM, and 500 GB local storage.	M
D2	Windows XP or Windows 7; Windows 7 is preferred but applications must be certified to run in both OS environment.	M
D3	Thin client	D
	<b>Applications &amp; Development</b>	
AD1	MS Outlook	M

AD2	Oracle 10g (RAC - high performance option) or higher – or - SQL Server 2008 or higher	D
AD3	FileNet P8 (image capture) and FileNet P8 (document management) or alternate document management with interface to FileNet	M
AD4	Vendor supplied ETL tool or use of Industry standard ETL tool such as Informatica or Oracle Fusion	M
AD5	Business Intelligence reporting tool, such as Cognos	D
AD6	Crystal Reports	D

### Scanning

SC1	IDCS (Scan Optics 3000) using Fairfax v3.0 scanning software for imaging	M
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### MISCELLANEOUS NON-FUNCTIONAL REQUIREMENTS

M1	Standard error handling and recovery capabilities: standard across all processes	M
M2	Handling of bad data without aborting auto-pend, move bad data to temporary file	M
M3	During Development and Implementation these are the environments: development (or configuration), system test, training, user acceptance, and production.	M
M4	Once in Production these are the environments: development (or configuration), system test, training, user acceptance, and production.	M
M5	Ability to prototype configuration changes and perform system impact analysis	D
M6	Versioning of configurations, business rules, and software changes to recommended software; use of Collanet's Subversion configuration management/source control software	D
M7	Central repository of business rules - web entry, batch processing, online entry will access the rules engine in real-time and batch	D
M8	Business rule configurations shall be able to be done by business "super-users" or IT analysts (not by programmers)	D
M9	API's to support Web Services	M
M10	Databases shall be relational	M
M11	Audit trails shall be kept to track changes by user, time and other pertinent information. Unauthorized access shall trigger events. Appropriate actions shall be taken.	M
M12	Ability to search on audit trail information	D
M13	Encryption requirements: The databases shall be encrypted using 3DES (168bit) or stronger encryption level.	M

	Data masking shall be used when possible to protect sensitive data.	
M14	Periodic Maintenance management	M
M15	Automated patch management procedures	M
M16	Provide systems audits that generate auditable records of changes made to the system.	M
M17	Re-startable processes (auto from where the processing left off)	M
M18	Concurrent processing online & batch transactions (ex. Multi-user updating and posting payments)	D
M19	Unlimited transactions per batch; unlimited number of files	M
M20	Concurrent hot backups (or fuzzy backups) without online inaccessibility, downtime or service interruption	M
M21	Ability to archive data by taxpayer, return type, tax type (i.e. > 10 years), or tax period.	M
M22	Ability to create and leave summary data online during the archive process	M
M23	Ability to bring back archived data upon request	M
M24	Forms repository: Single set of templates for web forms, online entry, client server, and paper	D
M25	Ability to integrate with FileNet P8 for images	M
M26	System availability for web application(s) 24/7 with scheduled maintenance	M
<b>SYSTEM PERFORMANCE</b>		
SP1	Contractor shall analyze current systems volumes and develop a solution to accommodate transaction levels based upon the results. The solution, including its programs, database, and software systems shall be able to retain its initial performance levels when adding additional users, functions and data.	M
SP2	Configure the system to provide for peak processing of returns processing and billing.	M
SP3	Process all scheduled work (batch jobs) within a specified processing window. Scheduled work shall include: <ul style="list-style-type: none"> <li>• Returns processing</li> <li>• Daily reporting</li> <li>• Daily backups</li> <li>• Daily collections processing</li> <li>• GL posting</li> <li>• Table updates</li> <li>• Scheduled billing (including calculations and generation)</li> </ul>	M

SP4	Batch jobs shall have a window of 7PM through 6AM the next day. OTR expects that returns and bills are produced in one cycle.	M
SP5	Be capable of parallel transaction processing. Ability to process and post online transactions, batch transactions, and interface transactions simultaneously while keeping within the requirements determined in item number SP1	M
SP6	Be capable of scheduling reports on demand for retrieval, viewing, reprinting, and archiving while keeping within the requirements determined in item number SP1	M
SP7	Maintain and report application usage statistics to include number of concurrent users, job submissions, transactions throughput, and system availability.	M
SP8	Deliver the capability to process queued jobs (reports, interface transactions) within the requirements determined in item number SP1	M
SP9	Process the District's specified accounting/assessments/billing/collections/ROD/appeals/tax sale/exemptions workload using requirements determined in item number SP1	M
SP10	Maintain the District's specified current and historical returns and financial data (bills, payments, general ledger records, documents, transactions) storage requirements while meeting the requirements determined in item number SP1	M
SP11	Deliver computing performance metrics for platforms and systems environments the application is certified to run on. Performance metrics shall describe: <ul style="list-style-type: none"> <li>• Transaction processing throughput capacity</li> <li>• Expected workstation response time by transaction type</li> <li>• Data storage capacity</li> <li>• Limitations on transaction processing time</li> <li>• Limitations on concurrent user connectivity</li> </ul>	M
<b>GENERAL SECURITY DESIGN</b>		
GS1	The Contractor shall provide the following security components whether the solution is fully hosted on District infrastructure or is partially hosted externally: <p>Secure data transport and System Security, including Intrusion detection/prevention, monitoring, and access control; Compliance with modern security standards and best practices. Periodic auditing for compliance with security and service standards</p>	M
<b>APPLICATION SECURITY</b>		



AS1	Deliver Multilevel security:	M
	Database level	
	Module level	
	Function/process level	
	Multi-Tiered Separation of Duties – (e.g., approvers/reviewers cannot be indexers and vice versa)	
AS2	Deliver the capability to control function access (modules, transactions, approval authorities) and data access (create, update, or delete) by:	M
	User ID	
	Functional Role	
	Organization	
AS3	Single sign-on	M
AS4	Security to the transaction and field level shall be role based, maintained by business units with separation duties; Ability to set up duties, both in applications and in environment migration for example. Ability to define VIPs (sensitive data requiring restricted viewing such as real property taxes of the mayor or District Council members)	M
AS5	Authentication and Authorization are LDAP-based; MS Active Directory is the OCFO standard.	M
<b>INTERNET ACCESS</b>		
IS1	System shall support industry standard secure web technologies and provide the capability to security access and update business information via Internet and Intranet. The current District standard is IE 6 or greater.	M
IS2	Web-based apps must support HTTPS.	M
IS3	Deliver browser access to all system modules or functionality	M
IS4	Support operations via a Virtual Private Network for secure remote access.	M
IS5	Deliver the capability to use Public Key Infrastructure technology to control system access.	M
<b>SECURITY</b>		
SE1	Support TCP/IP for application component connectivity.	M
SE2	Ensure that security controls are consistently enforced in all modules.	M
SE3	System shall provide the ability to customize the screens based on the security profile of the user.	M
SE4	Standard security controls shall be available in the system by default. This includes automatic user log off with no inactivity and other industry standard procedures for web	M

	applications.	
SE5	Industry acceptable Security protocols for Internet and Intranet shall be enabled for the system. This includes Secure Socket Layer (SSL) and other security encryption, and E-Commerce security protocols for processing financial transactions.	M
SE6	Deliver security process capability that allows the District to define, initiate, monitor, and stop system processes (online availability, batch jobs, and system maintenance).	M
SE7	Deliver the capability to restrict access to sensitive data by masking (social security numbers, banking information) by user ID, assigned role, or organization.	M
SE8	Outline the overall IT network and security architecture including network, facility, logical, and physical security including personnel, facilities, processes and systems.	M
<b>SECURITY OPERATIONS</b>		
SO1	Deliver an event logging capability for systems, transactions, tables, and system parameters. The logs shall include:  User ID System Date Time Type of activity (add, modify, delete) Old value New value	M
SO2	Maintain and report system security statistics to include number of concurrent users, logon attempts, failed logons, and multiple logons by single user.	M
SO3	Provide intrusion detection and reporting.	M
SO4	Provide the ability to enable system security logging features. Allow the District to specify which tables to log, along with the ability to turn the feature off.	M

#### **C.4.11.3 CHANGE MANAGEMENT/VERSION CONTROL SOFTWARE**

The Contractor shall implement change management/version control software for the MITS solution.

#### **C.4.11.4 TOOLKITS**

The MITS solution shall include well-documented system administration, configuration, and forms definition toolkits or modules.

The configuration toolkit for user interfaces shall be used by trained non- information technology Agency staff to specify the functions and other components for job-function menus.

#### **C.4.12 SOFTWARE MAINTENANCE AND SUPPORT**

The Contractor shall provide maintenance and support through the term of the contract (base period and any option period if exercised) for all COTS software delivered and implemented as a result of the Contract.

The Maintenance and Support shall include any new releases, patches and help desk support.

- 1) The Contractor shall provide support for the MITS solution implemented for the term of the contract.
- 2) The Contractor shall provide on-site support and secure remote access support for the MITS solution.
- 3) The Contractor shall, work closely with the OTR and any other Contractor used by OTR to implement, support, troubleshoot, and resolve problems related to the MITS solution.
- 4) The Contractor shall implement Help Desk functionality.
  - a) The Contractor shall provide telephone support 24 hours a day, 365 days a year.
  - b) The Contractor shall provide a central point of contact for calls from the OTR on troubleshooting and problem resolution for the MITS solution implemented.
  - c) The Contractor, in agreement with the OTR, shall assign a priority rating for each call.

The following priority ratings and accompanying response times shall be utilized:

##### **Critical**

- a) The application/system is down, no work can be performed
- b) Corrective-Action Time Frame: 2 to 4 hour response time and 24 hour resolution timeframe

##### **Serious**

- a) There is a major problem, but there is a work-around for the problem.
- b) Corrective Action Time Frame: Two work days

##### **Minor**

- a) There is a minor problem, which does not significantly impact work.
- b) Corrective-Action Time Frame: Five workdays

##### **Routine**

- a) The work order is a “non-problem,” for example, a request for service, or “how to” questions, or requests for installation of application(s) on new equipment.

- b) Action Time Frame: Five work days or more with concurrence of OTR.

The Contractor shall provide the following troubleshooting and problem resolution services.

**Live Voice Response –**

- 1) The live voice response to the first phone call by technical staff, who will assign the priority rating stated by the OTR for the call and attempt to solve the problem over the phone, via voice or secure remote access.

**Resolution within Timeframes**

- 1) The problem call shall be resolved within the corrective action timeframes described above.
- 2) When the Contractor initiates a call back by the appropriate technical staff, the call back shall be made within one (1) hour of the OTR's first phone call to the Contractor's central point of contact.

**Escalation Procedures**

- 1) The Contractor shall provide and utilize escalation procedures to resolve problems. If the Contractor's technical staff cannot resolve the problem during the first phone call, they shall escalate the problem, and in agreement with OTR either have the appropriate technical staff contact the OTR by phone within one (1) hour or be on-site at the OTR office within two (2) hours of the first phone call.

**Tracking and Reporting on Calls**

- 1) The Contractor shall track all calls made to the central point of contact. The Contractor shall keep a record of each problem call received.
- 2) The Contractor shall submit weekly reports in Microsoft Office format or HTML format, via e-mail, to the OTR. The reports shall detail the current status of all problem calls.

**Access to Support Personnel**

- 1) The Contractor shall have immediate access via pager and/or cell phone to their technical support personnel so that the required technical support personnel may be contacted regardless of location.

## **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.

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

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

## **SECTION E**

### **INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES**

#### **E.1 INSPECTION**

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

##### **Inspection of Services**

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

#### **E.2 ACCEPTANCE**

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

#### **E.3 WARRANTY OF SERVICES**

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

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

## **SECTION F**

### **DELIVERABLES / PERFORMANCE**

#### **F.1 CONTRACT PERIOD**

F.1.1. *Base Period.* The base period shall begin on the date of the Contracting Officer's signature and end five years thereafter.

F.1.2. *Options to extend.*

The District may extend the term of this contract for two (2) one-year option periods or fractions thereof. The District may exercise an option by written notice to the Contractor before expiration of the contract. The preliminary notice does not commit the District to an extension.

#### **F.2 DELIVERABLES**

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

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



## SECTION G

### CONTRACT ADMINISTRATION DATA

#### G.1 CONTRACT ADMINISTRATION

##### (a) Contracting Officer

The Contracting Officer for this contract is:

Joseph A. Giddis - Contracting Officer  
Office of the Chief Financial Officer  
Office of Contracts  
1100 4<sup>th</sup> Street, SW – Suite E610  
Washington, DC 20024

**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:

Thaddeus Russell  
Program Manager  
Office of Tax and Revenue  
1101 4<sup>th</sup> Street, SW – Suite W750  
Washington, DC 20024

#### 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 30<sup>th</sup> day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.

#### G.3 INVOICE SUBMITTAL

- G.3.1 During the term of the contract, the Contractor shall submit proper invoices no more than on a monthly basis and quarterly, in arrears for maintenance services. Invoices shall be prepared and submitted to the Office of Financial Operations at [OMA.Invoicing@dc.gov](mailto: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 4<sup>th</sup> Street, SW Suite E600  
Washington, DC 20024

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

#### G.3.2 **INVOICES**

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

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

#### G.4 **THE QUICK PAYMENT PROVISIONS**

##### G.4.1 **INTEREST AND PENALTIES TO CONTRACTORS**

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

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

#### **G.4.2 PAYMENTS TO SUBCONTRACTORS**

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

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

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

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

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

#### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.6 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

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

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

**G.7 RESERVED**

**G.8 RESERVED**

**G.9 RESERVED**

**G.10 ORDERING CLAUSE**

G.10.1 Any supplies and services to be furnished under this contract and applicable to this provision shall be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.

G.10.2 All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.

G.10.3 If mailed, an order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 STAFFING**

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

#### **H.2 SUBCONTRACTS**

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

#### **H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS**

H.3.1 All contracts in excess of \$250,000, unless a waiver has been approved by the Director of the Department of Small and Local Business Development, 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; provided, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods, and supplies are purchased from small business enterprises; 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 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.

H.3.2 Prime contractor's 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.3.3 Bids or proposals responding to a solicitation, including an open market solicitation, shall be deemed nonresponsive and shall be rejected if the prime contractor fails to submit a subcontracting plan as part of its bid or proposal.

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

- (a) The name and address of the subcontractor;
- (b) Whether the subcontractor is currently certified as a certified business enterprise;
- (c) The scope of work to be performed by the subcontractor; and
- (d) The price to be paid by the prime contractor to the subcontractor.

H.3.5 No prime contractor shall be allowed to amend the subcontracting plan filed as part of its bid or proposal except with the consent of the Contracting Officer and 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 in which the options or extensions exceed \$1 million in value, which are not in compliance with this subchapter 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 Once the contract is awarded, the prime contractor shall submit to the Contracting Officer and the Director of the Department of Small and Local Business Development copies of the executed contracts with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the Contracting Officer.

H.3.8 The winning prime contractor shall provide a copy of the contract, including the subcontracting plan to the Office of District of Columbia Auditor within 10 business days of its execution.

H.3.9 A quarterly report shall be provided to the Department of Small and Local Business Development and the Office of District of Columbia Auditor by the prime contractor, 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; and
- (c) The amount paid by the contractor to the subcontractor.

H.3.10           Waiver of Subcontracting Requirements

- (a) The prime contractor 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 prime contractor's efforts to secure involvement by Certified Business Enterprises no later than as specified in Section L.1.4. The Contracting Officer may in turn submit the request to the Director of the Department of Small and Local Business Development.

(b) The Contracting Officer will provide written notice of the waiver of the subcontracting requirements to the prime contractor prior to the acceptance of bids or proposals and upon approval of the waiver by the Director of the Department of Small and Local Business Development.

(c) The Director of the Department of Small and Local Business Development may approve a waiver or modification of a subcontracting plan if the Director finds that the prime contractor has made a good faith effort to meet the subcontracting requirements.

H.3.11 In making a good faith determination, the Director of the Department of Small and Local Business Development will consider the following factors:\

(1) Whether the prime contractor conducted any pre-solicitation or pre-bid conferences to inform certified business enterprises of contracting and subcontracting opportunities;

(2) Whether the prime contractor advertised in general circulation, trade association, and ethnic-focus media concerning the contracting and subcontracting opportunities;

(3) Whether the prime contractor provided written notice to a reasonable number of specific certified business enterprises, in sufficient time to allow certified business enterprises to participate effectively, that their interest in the contract was being solicited;

(4) Whether the prime contractor followed up initial solicitations of interest by conducting negotiations with certified business enterprises;

(5) Whether rejections by the prime contractor of certified business enterprises as being unqualified were based on sound reasoning and thorough investigation of their capabilities;

(6) Whether the prime contractor made efforts to assist interested certified business enterprises in obtaining bonding, lines of credit, or insurance required by the prime contractor;

(7) Whether the prime contractor effectively used the services of the Commission in recruiting qualified and responsible certified business enterprises;

(8) Whether bids submitted by certified business enterprises were excessive or noncompetitive based upon a review of prevailing market conditions; and

(9) Any other factors which may be relevant in a particular case.

H.3.12 Vendors shall address these factors in any request for a waiver of the subcontracting requirements.

H.3.13 A contractor that is found to have willfully breached a subcontracting plan for utilization of certified business enterprises shall be subject to the imposition of penalties, including monetary fines of \$ 15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each breach.

#### **H.4 WARRANTIES**

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

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

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

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

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

#### **H.4.6 RESERVED**

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

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

H.4.9 The Contractor warrants and agrees that it shall keep all equipment in good condition and repair, and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under the Contract and shall not permit such equipment to be used in



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

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

## **H.5 DISCLOSURE OF LITIGATION**

Each Bidder shall include in its proposal a complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. The Contractor shall also disclose any material litigation threatened or pending for subcontractors, consultants, and/or lobbyists. For purposes of this section, material refers to any action or pending action that a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a 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 and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate fully with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract. To that end, the Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

## **H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS**

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

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

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

## **H.8 Intellectual Property Rights**

### **H.8.1 Licenses:**

- (a) Contractor grants the District an irrevocable, worldwide license to use, modify, display, execute, and have modified, displayed, used, and executed, the Works for the term of the Contract (including any extensions or renewals thereof) and a period of five (5) years after termination or expiration of the Contract for any reason. Contractor hereby grants the District an irrevocable, perpetual, worldwide license to use the Works solely for the purpose of accessing archived data.
- (b) The District will only use contractors and consultants to exercise its right under the foregoing paragraph to the extent that such contractors and consultants sign non-disclosure agreements, acknowledging the confidential and proprietary nature of the System and agreeing to access and use the System solely to perform its obligations.
- (c) Upon execution of the Contract, the Contractor hereby grants to the District an irrevocable perpetual license to internally use, modify and display the Works in any manner which will not threaten the security or integrity of the System. The District retains all rights not expressly granted to the Contractor hereunder.

## **Ownership**

- (d) Ownership. As between the Contractor and the District, the Works and Intellectual Property Rights of the material created for the sole use of the District are and shall be owned exclusively by the District, and not the Contractor. The Contractor specifically agrees that all Works shall be considered "works made for hire" and that the Works shall, upon creation, be owned exclusively by the District. To the extent that the Works, under applicable law, may not be considered works made for hire, the Contractor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to the District all right, title and interest in and to all ownership rights in the Works, and all Intellectual Property Rights in the Works, without the necessity of any further consideration, and the District shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Works.

- (e) *Further Actions.* Contractor, upon request of the District and without further consideration, shall perform any reasonable acts that may be deemed necessary or desirable by the District to evidence more fully the ownership rights of the District in the Works including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by the District.
- (f) *Waiver of Moral Rights.* The Contractor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Works which the Contractor may now have or which may accrue to the Contractor's benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Works and the right to object to any modification, translation or use of the Works, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- (g) *Confidentiality.* All Works prepared solely for the District's use shall be deemed the confidential information of the District, and the Contractor shall not use, disclose, or permit any person to use or obtain the Works, in any manner that might threaten the operation or security of the District.

## **H.8.2 Injunctive Relief**

The Contract shall protect the District's proprietary rights pertaining to the Works, and any misuse of such rights would cause substantial and irreparable harm to the District. Therefore, the Bidder acknowledges and stipulates that a court of competent jurisdiction should immediately enjoin any material breach of the intellectual property, licensing, and confidentiality provisions of the contract, upon a request by the District, without requiring proof of irreparable injury as same should be presumed.

## **H.8.3 Definitions:**

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

"Works" - Any tangible or intangible items or things that have been or will be prepared, created, maintained, serviced or developed by the Contractor (or such

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

#### **H.8.4 Return of Works**

Upon the request of the District, but in any event upon termination of any Contract resulting from this RFP, the Contractor shall surrender to the District all documents and things pertaining to the Works, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by the Contractor or furnished by the District to the Contractor, including all materials embodying the Works, any District confidential information, or Intellectual Property Rights, regardless of whether complete or incomplete. This section is intended to apply to all Works made or compiled by the Contractor, as well as to all documents and things furnished to the Contractor by the District or by anyone else that pertains to the Works. This section h.8.4 does not apply to Contractor intellectual property.

#### **H.8.5 Contractor's Name or Logo**

The District reserves the right to require, the Contractor to not affix its company name, label, logo, or any other identifying information to or on any printed products for the District except for printed material which is licensed to the District and is proprietary to the Contractor and must include the Contractor's proprietary markings.

#### **H.9 Pre-existing and Third Party Rights**

**H.9.1** To the extent that any pre-existing rights are embodied or reflected in the Works, the Contractor hereby grants to the District the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepared derivative works based upon such pre-existing rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. The Contractor shall indemnify, defend, and hold harmless the District from any losses, claims, damages, costs (including attorneys' fees) or causes of action relating to any claim or assertion by any third party that the Works include third party materials or infringe third party rights provided that any such claim or assertion is not occasioned by the District's negligence or willful misconduct.

**H.9.2** The Contractor agrees that it shall have and maintain, during performance of the Contract, written agreements with all contractors or agents engaged by the Contractor in performance hereunder, granting the Contractor rights sufficient to support all performance and grants of rights by the Contractor. Copies of such agreements shall be provided to the District promptly upon request.

**H.9.2.1 Remediation**

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

**H.9.2.2 Intellectual Property Search**

The Contractor, at its expense, shall conduct all appropriate intellectual property searches (e.g., full trademark and service mark searches) for all proposed Works, and hold the District harmless from the infringement of such Works.

**H.9.2.3 Audit Requirements**

The Contractor shall meet specific auditing obligations:

- a. The Contractor shall be required to have a complete financial audit conducted annually. If required by the Contracting Officer, a copy of the Contractor's audited financial statements shall be provided to the District annually. Any audited financial statements provided to the District shall be held in confidence and not disclosed to any third party without Contractor's written consent.
- b. In addition, if directed by the Contracting Office, a complete internal control audit of the Contractor's District of Columbia operations shall be conducted annually by an

- independent certified public accounting firm chosen by the District. The District shall pay for the directed audit services. The audit shall be conducted pursuant to Statement on Auditing Standards No. 70, as issued by the American Institute of Certified Public Accountants as it may be updated or amended from time to time. The District reserves the right to specify the type of report and the control objectives to be examined as well as the accounting firm to perform the audit. The District reserves the right to designate the annual period to be covered by the report relating to the internal control audit. The Contractor agrees (i) to fully cooperate with any auditor retained to perform such audit or that are related to any disclosure of Contractor's financial or other confidential information by the auditor, (ii) to generally release and waive any and all claims against auditor other than those based upon intentional misconduct occurring during such audit or that are related to any disclosure of Contractor's financial or other confidential information by the auditor, and (iii) to indemnify and hold harmless any auditor retained to perform such audit. However, Contractor shall not have any obligation under section (iii) to indemnify and hold harmless any auditor for any damages, liability, claims or other costs arising out of the acts or omissions of auditor. Contractor agrees that any such auditor is a direct and intended third party beneficiary of this provision.
- c. The District's internal auditor or external auditors and the District of Columbia Office of the Chief Financial Officer will be given the right to review the work papers of the audits conducted by any independent certified public accounting firm, if considered necessary or desirable by the District.
  - d. The District's internal auditor and Contracting Officer shall be given a copy of all reports including any management letters issued as a result of the specified audits within ten (10) days of issuance.
  - e. The District shall ensure that any auditor exposed to any audit reports, management letters or any other Contractor information be bound by confidentiality provisions that require them to: (i) maintain all Contractor information in confidence, (ii) use all Contractor information only for the purposes of performing or evaluating the audit, and (iii) prohibit disclosure of any Contractor information to any third party without Contractor's prior approval.

## **H.10 Right to Additionally Audit Contractor's Operations**

- H.10.1 The District reserves the right to audit, at its sole cost and expense, the Contractor's records and operations as they relate to the District of Columbia. The Contractor's records are subject to audit by the District, the Office of the Chief Financial Officer, the District of Columbia Auditor and the Office of the Inspector General. For the purpose of this provision, the District may examine all books, records, papers, or other objects, as well as data and systems that the District determines are necessary for conducting a complete examination. The District may also examine under oath any officer, director, or employee of the Contractor. The District may conduct an examination at the principal office or any other office of the Contractor or may require the Contractor to produce and provide records to the Contracting Officer at the District's expense.

H.10.2 The Contractor agrees (i) to fully cooperate with any auditor retained to perform such audit and (ii) to generally release and waive any and all claims against auditor other than those based upon intentional misconduct occurring during such audit. Contractor agrees that any such auditor is a direct and intended third party beneficiary of this provision.

## **H.11 Bonds and Insurance**

All required bonds and insurance shall be issued by companies or financial institutions which are financially rated A or better as rated by A.M. Best Company and duly licensed, admitted, and authorized to do business in the District of Columbia. The District shall be named as the Obligee in each required bond and as an Additional Insured in each required insurance contract. Except as otherwise expressly provided herein, required coverage shall remain in effect throughout the term of the Contract and provide adequate coverage for incidents discovered after termination of the contract. The Contractor shall submit certificates of insurance to the District no later than January 1 of each year, except for the first year of the Contract in which the copies of the required certificates of insurance shall be submitted within fifteen (15) days after contract execution, or as otherwise provided herein. The District reserves the right to require the Contractor to provide copies of the required insurance contracts in addition to the certificates of insurance. Bidders shall submit required bonds when and as provided in herein.

### **H.11.1 Self Insurance**

The Contractor may not elect to provide entirely or in part for the insurance/bond protections described in the contract through self-insurance. A deductible provision contained in an insurance policy that meets the requirements of the contract is not considered as self-insurance unless the deductible amount exceeds one percent (1%) of the face amount of the insurance policy.

### **H.11.2 Performance Bond**

H.11.2.1 The Contractor shall, provide an annual performance bond in the amount equal to the annual amount of the contract excluding the cost of maintenance during the implementation stage of the project or the first four years of the contract base period, whichever ends last, and a one million dollar bond during the fifth year of the contract base period in which the Contractor provides warranty services. The Contractor shall provide a one million dollar bond during any option period.

The bond shall be maintained in full force and effect for the initial term and any and all renewal terms of the Contract. The bond may be renewable on an annual basis provided that the Contractor provides the District with a renewed bond that is immediately effective upon expiration of the prior bond. Such renewed bond shall be provided to the District prior to the expiration of the previous bond. The bond shall be forfeited to the District if the Contractor fails to perform as required by the Contract. Neither non-renewal by the surety, nor failure or inability of the Principal to file a replacement bond in the event the surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under

this bond or any extension. If the Vendor defaults in the performance of its contractual obligations or if the District incurs damages due to the Vendor's breach of its duties, the surety shall have the option to cure the default or tender funds sufficient to pay the cost of completion, up to an amount not to exceed the penal sum of the bond. With the concurrence of the District, the surety may assume the remainder of the contract to perform or sublet.

The Contractor shall provide evidence of all required coverage under the performance bond within fourteen (14) days of contract award at the following address:

Joseph A. Giddis  
Contracting Officer  
1100 4<sup>th</sup> Street, SW – Suite E610  
Washington, DC 20024

With a copy to the COTR at the following address:

Thaddeus Russell  
Program Manager  
Office of Tax and Revenue  
1101 4<sup>th</sup> Street, SW – Suite W750  
Washington, DC 20024

### **H.11.3 Fidelity Bond**

H.11.3.1 The Contractor shall submit to the District a Fidelity Bond in the amount of one million dollars (\$1,000,000). The Fidelity Bond shall cover any loss to the state due to any fraudulent or dishonest act on the part of the officers and/or employees of the Contractor.

The Contractor shall provide evidence of all required coverage(s) under the Fidelity Bond within fourteen (14) days of contract award at the following address:

Joseph A. Giddis  
Contracting Officer  
1100 4<sup>th</sup> Street, SW – Suite E610  
Washington, DC 20024

With a copy to the COTR at the following address:

Thaddeus Russell  
Program Manager  
Office of Tax and Revenue  
1101 4<sup>th</sup> Street, SW – Suite W750  
Washington, DC 20024



H.11.3.2 The Contractor will ultimately be responsible for payment of any losses of the subcontractors, agents and/or assigns of the Contractor.

#### **H.11.4 Insurance**

##### **H.11.4.1 General Liability Insurance**

The Contractor shall maintain general liability insurance coverage with limits of not less than five million dollars (\$5,000,000) combined single limit for bodily injury and property damage. The Contractor shall provide the District with proof of such coverage no later than October 1st of each year the Contract is in effect.

##### **H.11.4.2 Property Insurance**

The Contractor shall maintain insurance on all property owned by the Contractor including buildings, furniture, fixtures, computer and communications equipment used in operating and supporting the Contractor's operation covering and in an amount equal to or greater than the actual replacement cost thereof. Coverage shall include an All Risk Property Floater to insure personal property including contents, equipment, and mobile items against fire, theft, collision, flood, etc. The District and its Sales Agents will not be responsible for insuring any equipment or facilities included in or associated with the Contractor's operation. The Contractor shall provide the District with proof of such coverage no later than October 1st of each year the Contract is in effect.

##### **H.11.4.3 Errors and Omissions Insurance**

The Contractor shall maintain professional liability errors and omissions insurance of not less than five million dollars (\$5,000,000), to be in force and effect during the term of the Contract including any extension thereof and one year thereafter. Coverage shall indemnify the District for direct loss due to computer error, machine error, system down time, hardware or software problems or errors, and any error or omission caused by the Contractor, its officers, employees, Sales Agents, or subcontractors of the Contractor regardless of whether negligence is determined to exist. The Contractor shall provide the District with proof of such coverage no later than October 1st of each year the Contract is in effect.

##### **H.11.4.4 Crime Insurance**

The Contractor shall maintain crime insurance with a limit of not less than one million dollars (\$1,000,000) protecting the District against losses, including lost income, lost profits, extra expenses and other consequential losses suffered by the District, resulting from loss of property (including money, securities, etc.) by robbery, burglary, or theft, or the loss of money, securities or District tickets because of destruction or disappearance. The Contractor shall provide the District with proof of such coverage no later than October 1st of each year the Contract is in effect.

#### **H.12 Usufruct**

If, for any reason other than breach of Contract by the District, a Contractor shall lose its ability to provide service against the Contract, the District shall acquire a usufruct in all contractual items owned by the Contractor in conjunction with the Contract and which are necessary to provide such services. Said usufruct shall be limited to the right of the District to possess and make use of such contractual items solely for the use and benefit of the District in operating, maintaining, altering, replacing and improving the programs and systems being used by the District under the Contract. Such usufruct shall be limited in time to the duration of the Contract and any extension thereof, and in scope for programs, systems, and other items being used by the District under the Contract. In the event that the District reasonably determines that assumption of operations by the District may be pending, the Contractor shall not unreasonably withhold access and shall reasonably comply with any District request for training in the operations of the System.

#### **H.13            Programs**

The Contractor represents and warrants that all systems analysis, systems design and programming prepared or done, or to be prepared or done, by the Contractor, its subcontractors, or its officers, employees or agents has been and shall be prepared or done in a professional manner. The Contractor further hereby represents and warrants that all programs implemented in its performance herein shall meet the performance standards required hereunder.

#### **H.14            Equipment and Software Corrections and Upgrades**

**Corrections:** The Contractor shall report any relevant deficiencies in licensed third party software used in the System and is responsible for ensuring that corrections from the supplier are incorporated in the configuration in a timely and responsible manner. At the time the Contractor is notified by a supplier that a release is scheduled to have support dropped, it is the Contractor's obligation to acquire and install an appropriate upgrade with the District's prior approval.

#### **H.15            RESERVED**

#### **H.16            Equipment**

Any equipment, or component thereof, used by the Contractor pursuant hereto which does not fit for the purpose for which it is intended or meet the performance standards and specifications required in the Contract shall be repaired or replaced by the Contractor without cost to the District in addition to other amounts the District may be entitled to in law or in equity, or as specified in the Contract.

#### **H.17            Department of Labor Wage Determinations**

The Contractor shall be bound by the Wage Determination No. 94-2103, Revision 34, dated May 23, 2005 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Attachment J.3 of this Solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage

rate at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

#### **H.18 Additional Special Contract Requirements**

H.18.1 The Contractor shall not modify any software or hardware that has been implemented for the District without the prior written approval of the District.

H.18.2 The Contractor shall address recommendations made as a result of System or operational audits.

H.18.3 The goods and services to be provided under the Contract are not readily available on the open market. Further, a breach by the Contractor may delay and disrupt the District's operations. The Contractor shall provide guaranteed equitable adjustments to the Contract for (1) delays that are not solely due to matters as enumerated in the section entitled "Force Majeure," and (2) time delays specifically not due to, or not prior approved by, the District.

H.18.4 If the Contractor fails to deliver a Milestone within ten (10) business days of the applicable Milestone date, the District may issue a Notice of Intent to Claim Liquidated Damages. If Contractor then fails, after such Notice, to deliver another Milestone, and if such delay was caused solely by the Contractor, then District shall have the right and option to receive the amount of \$50,000 per week for each delayed Milestone following the date of the Notice of Intent to Claim Liquidated Damages, until the applicable Milestone is delivered and accepted by the District. The Contractor shall only be liable for payments under this section up to an aggregate maximum of 100% of the fee being charged for the delayed Milestone.

## **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](http://www.ocp.dc.gov) (See Solicitation Attachments).
- E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.
- F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."
- G. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.

#### **I.2 WAIVER**

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

#### **I.3 INDEMNIFICATION**

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from or arising out of activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract

to the extent such damage or injury is caused by the Contractor. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons Contractor used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

The Contractor shall have no obligation to defend, indemnify, or hold harmless District for any acts or omissions of the District.

#### **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.
- (c) All monetary payments, adjustments, or relief may be deducted from any moneys owed the Contractor by the District and, in the event the amounts due the Contractor is not sufficient to satisfy the amount, the Contractor shall pay the balance to the District within thirty (30) calendar days of written notification to submit such payment. The District may also obtain payment through one (1) or more claims upon the Performance Bond.

## I.8

## CHANGES



The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. The Contractor and Contracting Officer will mutually agree upon any changes to make negotiated equitable adjustments resulting from the issuance of a change order and to reflect other agreements of the parties to modify the terms of the contract. If such changes cause an increase or decrease in the cost of performance of this contract, or in the time required for performance, a bilateral agreement executed by the Contracting Officer and an authorized representative of the Contractor shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered, provided, however, that the Contracting Officer, if he determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the failure to agree shall be considered a dispute. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

## **I.9 TERMINATION FOR DEFAULT**

- A. The District may, subject to the provisions of paragraph C., below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified within the project work plan or any extension thereof; or (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- B. In the event the District terminates this contract in whole or part as provided in paragraph A. above, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated. In the event the District terminates this contract in whole as provided in paragraph A. above, the Contractor shall refund to the District all monies paid under this contract by the District to the Contractor, and the District shall cease using the Works and return all Contractor intellectual property to Contractor. In the event the District terminates this contract in part as provided in paragraph A. above, the Contractor shall refund to the District all monies paid under this contract by the District to the Contractor for the terminated supplies and services. Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.
- C. Except with respect to defaults of Contractor's 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 Contractor's subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Contractor's subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called "manufacturing materials") as the Contractor has specifically produced or specifically produced or specifically acquired for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders. This section I.9.D does not apply to Contractor intellectual property.
- E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provision of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for a termination for convenience be the same as if the notice of termination had been issued pursuant to such clause. Section I.10 "Termination for Convenience."
- F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.
- G. As used in paragraph C., above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

## **I.10           TERMINATION FOR CONVENIENCE**

- A. The District may, at any time, terminate performance of work under this contract in whole or in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a "Notice of Termination" specifying the extent of termination and

effective date. After receipt of a "Notice of Termination", and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause: (i) Stop work as specified in the notice; (ii) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract; (iii) Terminate all contracts to the extent they relate to the work terminated; (iv) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District shall have the right to settle or pay any termination settlement proposal arising out of those terminations; (v) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause; (vi) As directed by the Contracting Officer, transfer title and deliver to the District 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.

- 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 the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- K. Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three (3) years after final settlement. This includes all books, and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved

by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

#### **I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS**

A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) the Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment made under this contract.

(2) There has been any breach or violation of:

(A) Any provision of the Procurement Practices Act of 1985, as amended, or

(B) The contract provision against contingent fees.

B. If a contract is terminated pursuant to this section, the Contractor: (i) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and (ii) shall refund all profits or fixed fees realized under the contract.

C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

#### **I.12 EXAMINATION OF THE BOOKS**

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

The Contracting Officer, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after final payment, have the right to examine, at their sole cost and expense, any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract.

**I.13 NONDISCRIMINATION CLAUSE**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D.C. 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 interested parties or by ESA under the terms of paragraph K. of this clause will fulfill this requirement.
- H. **Withholding of Payments and Termination of Contract:** The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to

pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.

- I. **Contractor's Report:** (i) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph C. of this clause. (ii) If wages to be paid or fringe benefits to be furnished any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.
- J. **Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (i) In accordance with regulations issued under Section 14, of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA(29 CFR 520, 521, 524 and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act. (ii) The Administrator will issue certificates under the Act for employing apprentices, and student learners, disabled persons, or disabled clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of minimum wages, but without changing requirements concerning fringe benefits for supplementary cash payments in lieu of these benefits; (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528; and (iv) an employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) of the Act or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

## **I.15 RECOVERY OF DEBTS OWED THE DISTRICT**

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

**I.16 NON-DISCLOSURE AGREEMENT**

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

**I.17 GOVERNMENT PROPERTY**

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

**I.18 RIGHTS IN DATA**

- A. Except as specified herein, all data first produced in the performance of this contract for the sole use of the District shall be the sole property of the District. Contractor hereby acknowledges that all data prepared for the sole use of the District including, without limitation, computer program codes produced by the Contractor for the District under this contract are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including; but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without

written consent of the District until such time as the District may have released such data to the public. The District shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional publications.

- B. The District shall have restricted rights in data, including computer software and all accompanying documentation, and manuals and instructional materials, listed or described in a license or agreement made a part of the contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum, the right to: (i) Use the data at any District installation. If the data is software, use the software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may have been transferred by the District; (ii) Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative; (iii) Copy computer programs for safekeeping (archives) or backup purposes; and (iv) modify all the data, including computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- C. In addition to the rights granted in Paragraph B above, the Contractor hereby grants to the District a nonexclusive, paid up license throughout the world, of the same scope as the restricted rights set forth in Paragraph B above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under the contract.
- D. Whenever any data, including computer software, is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- E. For all computer software furnished to the District with the rights specified in Paragraph A., the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Paragraph A. For all computer software furnished to the District with the restricted rights specified in Paragraph B the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty service provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- F. The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties, and without negligence or willful conduct, against any liability, including costs and expenses, (i) for the violation by Contractor furnished data of third-party proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon libelous or other unlawful matter contained in such data.
- G. Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right granted to the District under any patent. Paragraphs B, C, D, F, and G, above, are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

#### **I.19 PATENTS**

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

#### **I.20 RESPONSIBILITY FOR SUPPLIES TENDERED**

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

#### **I.21 APPROPRIATION OF FUNDS**

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

## **I.22           MULTIYEAR CONTRACT**

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

## **I.23           EXPIRATION OR CANCELLATION**

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

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

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

## **I.25           LIVING WAGE ACT OF 2006 REQUIREMENTS**

Contractor shall comply with the provisions of Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*), as amended, (“Living Wage Act of 2006”) which applies to all contracts for services in the amount \$100,000 or more in a 12-month period.

The Living Wage Act of 2006 requires a contractor to:

1. Pay its employees and subcontractors who perform services under the contract no less than the current living wage;
2. Include in any subcontract for \$15,000.00 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate;

3. Provide a copy of the Living Wage Act Fact Sheet to each employee and Subcontractor who performs services under the contract;
4. Post the Living Wage Act Notice in a conspicuous place in its place of business;
5. Include in any subcontract for \$15,000.00 or more a provision requiring the subcontractor to post the Living Wage Act Notice in a conspicuous place in its place of business;
6. Maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date; and
7. Require its subcontractors with subcontracts for \$15,000.00 or more under the contract to maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date.
8. The Current Living Wage Rate is \$12.50.

**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 COST AND PRICING DATA**

- (a) This paragraph and paragraphs b through e below shall apply to contractors with regard to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.
- (b) Unless otherwise provided in the solicitation, the Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.
- (c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or



- (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.
- (e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- (f) The following specific information should be included as cost or pricing data, as applicable:
- (1) Vendor quotations;
  - (2) Nonrecurring costs;
  - (3) Information on changes in production methods or purchasing volume;
  - (4) Data supporting projections of business prospects and objectives and related operations costs;
  - (5) Unit – cost trends such as those associated with labor efficiency;
  - (6) Make or buy decisions;
  - (7) Estimated resources to attain business goals;
  - (8) Information on management decisions that could have a significant bearing on costs.

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

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

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

The District of Columbia's Freedom of Information Act, at D.C. Official Code § 2-532 (a)(3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private

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

## **I.29 PROPRIETARY REQUIREMENTS**

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

## **I.30 INSURANCE**

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

- I.30.1.1 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least five hundred thousand dollars (\$500,000) per occurrence.
- I.30.1.2 Property Damage: The Contractor shall carry property damage insurance of at least one hundred thousand dollars (\$100,000) per occurrence.
- I.30.1.3 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to the contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.30.1.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).
- I.30.1.5 Automobile Liability: The contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide

for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence for property damage.

I.30.1.6 The Contractor shall maintain in full force and effect during the term of the contract professional liability insurance in an aggregate amount not less than five million dollars (\$5,000,000).

I.30.1.7 If the professional liability insurance policy that the Contractor has is a "Claims Made" policy, the Contractor must also obtain a tail coverage policy for a seven (7) year period.

I.30.1.8 All insurance provided by the Contractor as required by this section I.8, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the CO with a copy to the COTR within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

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

I.31.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* ("First Source Act"). Contractors shall submit the "First Source Employment Agreement". All required forms are available on the Office of Contracting and Procurement website (solicitation attachments) at [www.ocp.dc.gov](http://www.ocp.dc.gov).

I.31.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement in which the Contractor shall agree that:

- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be DOES; and
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register maintained by DOES.

I.31.3 The Contractor shall submit to DOES, no later than the 10th day of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- a. Number of employees needed;

- b. Number of current employees transferred;
- c. Number of new job openings created;
- 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 firm fixed price contract, or any combination of these, the Contractor shall maintain and the District shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred 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. The District shall be responsible for its costs associated with this inspection.

I.34.3 **Cost or pricing data.** 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/or his/her designee, 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 District’s 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 shall be responsible for its costs associated with this inspection.

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 his/her designee shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

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

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

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

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

I.34.8     In no event shall the Contract price be unilaterally modified based on the information provided by Contractor under this provision or based on any conclusions drawn from the information provided.

## **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) An applicable Court Order, if any
- (2) Contract
- (3) Contract Attachments
- (4) Contractor's Fourth BAFO dated February 20, 2014
- (5) Contractor's Third BAFO dated February 7, 2014
- (6) Contractor's Second BAFO dated January 28, 2014
- (7) Contractor's First BAFO dated November 12, 2013
- (8) Contractor's Proposal dated May 10, 2013



**SECTION J**  
**ATTACHMENTS**

The following list of attachments is incorporated into the Contract by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Doing Business with Integrity
<b>J.2</b>	Confidentiality and Non-Disclosure Affidavit
<b>J.3</b>	U.S. Department of Labor Wage Determination No. 2005-2103, Revision 12, Dated June 13, 2012
<b>J.4</b>	Bidder/Offeror Certifications

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF  
BIDDERS**

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS****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):

Martin Rankin	Managing Member	(303) 770-3700
James Harrison	Member	(208) 433-9244
Dennis Manalo	Member	(303) 770-3700
David Pearson	Member	(303) 770-3700
Jennifer Tuvell	Member	(303) 770-3700

**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.

Fast Enterprises, LLC does not have any pending legal claims against the District.

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

Signature

5/10/13

Date

Member

Title

**FAST**  
ENTERPRISES

May 10, 2013


8.6.2

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS**

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**K.3 TERMS AND CONDITIONS CERTIFICATION**

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

	5/10/13	Member
Signature	Date	Title



*FAST*  
ENTERPRISES

May 10, 2013

8.6.3

# **Attachment J.1**

## **Doing Business with Integrity**



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

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**DOING BUSINESS WITH INTEGRITY**

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***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](http://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](http://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 4<sup>th</sup> 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](http://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](http://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](http://www.oig.dc.gov).

# **Attachment J.2 Confidentiality and Non-Disclosure Affidavit**

**ATTACHMENT J.2**  
Confidentiality and Non-Disclosure Affidavit

This Confidentiality and Non-Disclosure Affidavit ("Affidavit") is entered into by  
\_\_\_\_\_ ("Contractor").

1. The Contractor and the Office of Chief Financial Officer of the District of Columbia ("OCFO") have entered into Contract No. CFOPD-14-C-031), 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:\_\_\_\_\_ Date:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_



## **Attachment J.3**

**U.S. Department of Labor Wage  
Determination No. 2005-2103,  
Revision 13, Dated June 19, 2013**

WD 05-2103 (Rev. -13) was first posted on www.wdol.gov on 06/25/2013

\*\*\*\*\*

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. Koplowski Division of  
Director Wage Determinations

Wage Determination No.: 2005-2103  
Revision No.: 13  
Date Of Revision: 06/19/2013

States: District of Columbia, Maryland, Virginia

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

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		23.51
05040 - Automotive Glass Installer		22.15

05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80

12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1)
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 Conditioning 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 - Pneumatic 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 (HF0)	(see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HF0)	(see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HF0)	(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
Surface Programs		
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

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you



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

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

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

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

#### **\*\* UNIFORM ALLOWANCE \*\***

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A 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/>.

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.4**

## **Bidder/Offeror Certifications**

**OFFICE OF CONTRACTING AND PROCUREMENT  
BIDDER/OFFEROR CERTIFICATION FORM**

**COMPLETION**

The person(s) completing this form must be knowledgeable about the bidder's/offeree's business and operations.

**RESPONSES**

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeree's name at the top of each attached page.

**GENERAL INSTRUCTIONS**

This form contains four (4) sections. Section I concerns the bidder's/offeree's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeree's signature.

**SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION**

*Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeree's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeree's business. Part 4 concerns the bidder's/offeree's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeree's financial and organizational status. Part 7 requires the bidder/offeree to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).*

**PART 1: BIDDER/OFFEROR INFORMATION**

Legal Business Entity Name: <b>Fast Enterprises, LLC</b>	Solicitation #: <b>CFOPD-13-R-019</b>	
Address of the Principal Place of Business (street, city, state, zip code) <b>6400 S Fiddlers Green Cir., Ste. 1500, Greenwood Village, CO 80111</b>	Telephone # and ext.: <b>877-275-3278</b>	Fax #: <b>208-433-9863</b>
Email Address: <b>JHarrison@FastEnterprises.com</b>	Website: <b>www.FastEnterprises.com</b>	

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:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

<input type="checkbox"/> Corporation (including PC)	Date of Incorporation:
<input type="checkbox"/> Joint Venture	Date of Organization:
<input checked="" type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization: <b>2/10/1998</b>
<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/offeree's business formed or incorporated in the District of Columbia?

☐ Yes ☒ No

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeree's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available. **A Certificate of Good Standing is provided. A Certificate of Good Standing from the District of Columbia is also provided.**

State **New York**

Country **USA**

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

(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or **A copy of our Certificate of Good Standing from the District of Columbia is attached.**

(b) Explain its exemption from the requirement.

## PART 2: INDIVIDUAL RESPONSIBILITY

**Additional Instructions for Section I, 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 or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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
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:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 2.

## 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
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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
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:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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
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
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Please provide an explanation for each "Yes" 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 any 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
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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.	
<b>PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION</b>	
6.1 Within the past five (5) years, has the bidder/offeror 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/offeror had any liquidated damages assessed by a government entity 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/offeror 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/offeror failed to file a tax return or pay taxes 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/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror 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 <input type="checkbox"/> Other
If "Yes" to Subpart 6.5, provide the years the bidder/offeror 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/offeror failed to comply 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/offeror 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 the bidder/offeror owes any outstanding debt to any state, 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/offeror 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/offeror 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 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).	
<b>PART 7: RESPONSE UPDATE REQUIREMENT</b>	
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/offeror 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.	
<b>PART 8: FREEDOM OF INFORMATION ACT (FOIA)</b>	



8.1 Indicate whether the bidder/offor asserts that any information provided in response to a question in Section I is 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. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)

☐ Yes ☒ No

## SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

*Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offor's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.*

### PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

The bidder/offor 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

The bidder/offor certifies that:

2.1 The signature of the bidder/offor 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/offor 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/offor, directly or indirectly, to any other bidder/offor 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/offor to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offor's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) 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:

James. G. Harrison - Member, Fast Enterprises, LLC

*[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/offor's organization]*

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have 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/offor deletes or modifies subparagraph 2.1(b) above, the bidder/offor 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 this contract.

### PART 4: FIRST SOURCE OBLIGATIONS

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

## 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**

1.1 The bidder/offeror certifies that 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.

None EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

**SECTION IV. CERTIFICATION**

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

I, [ **James G. Harrison** ], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.

Name [Print and sign]: **James G. Harrison**

Telephone #: **(877) 275-3278**

Fax #: **(208) 433-9863**

Title: **Member**

Email Address: **JHarrison@FastEnterprises.com**

Date: **10-May-13**

*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.*



**State of New York  
Department of State } ss:**

I hereby certify, that FAST ENTERPRISES, L.L.C. a NEW YORK Limited Liability Company filed a Certificate of Conversion pursuant to the Limited Liability Company Law on 02/10/1998, and that the Limited Liability Company is existing so far as shown by the records of the Department.



\*\*\*

*WITNESS my hand and the official seal  
of the Department of State at the City of  
Albany, this 23rd day of April two  
thousand and thirteen.*

*First Deputy Secretary of State*

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
CORPORATIONS DIVISION



**C E R T I F I C A T E**

**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia Business Organizations Code (Title 29) have been complied with and accordingly, this ***CERTIFICATE OF GOOD STANDING*** is hereby issued to

Fast Enterprises L.L.C.

**WE FURTHER CERTIFY** that the qualified foreign entity is registered to do business in the District; that all fees, and penalties owed to the District for entity filings collected through the Mayor have been paid and Payment is reflected in the records of the Mayor; The entity's most recent biennial report required by § 29-102.11 has been delivered for filing to the Mayor; and the entity's registration has not been terminated. This office does not have any information about the entity's business practices and financial standing and this certificate shall not be construed as the entity's endorsement.

**IN TESTIMONY WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 4/17/2013 6:13 PM

Business and Professional Licensing Administration



PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Vincent C. Gray  
Mayor

Tracking #: 2RKMdhkh