

# SOLICITATION, OFFER, AND AWARD



Government of the District of Columbia

1. Caption  
DCCSES Operation & Maintenance

Page of Pages  
1 87

2. Contract Number	3. Solicitation Number <b>DCCB-2018-R-0019</b>	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Other	5. Date Issued <b>9/14/2018</b>	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside
--------------------	---	--	------------------------------------	---

7. Issued By: Office of the Attorney General Support Services Division/Procurement Unit 441 Fourth Street NW, Suite 1100 South Washington, DC 20001	8. Address Offer to: <b>OAG.businessopportunities@dc.gov</b>
---	---

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

## SOLICITATION

9. Sealed offers for furnishing the supplies or services in the Schedule will be received by electronic mail at the place specified in Item 8, until **10:00 a.m.** local time **October 5, 2018.**

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapter 50, Section 5020 and 5021. All offers are subject to all terms & conditions in this solicitation.

10. For Information Contact	A. Name	B. Telephone Number	C. E-mail Address
	Janice Parker Watson	202 727-3400 Fax 202-730-0484	<a href="mailto:Janice.Watson@dc.gov">Janice.Watson@dc.gov</a>

## 11. Table of Contents

(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	55
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	8	X	J	List of Attachments	71
X	D	Packaging and Marking	34	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	34	X	K	Representations, Certifications and other Statements of Offerors	73
X	F	Deliveries or Performance	37			Instructions, Conditions & Notices to Offerors	
X	G	Contract Administration Data	37	X	L	Evaluation Factors for Award	83
X	H	Special Contract Requirements	45	X	M		

## OFFER

12. The undersigned agrees, if this offer is accepted within 30 calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	<input checked="" type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> ___ Calendar days %
---------------------------------	--	---	---	--

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone (Area Code) (Number) (Ext)	<input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
---	---	---------------	----------------

## AWARD

19. Accepted as to Items numbered	20. Amount	21. Accounting and Appropriation Data
-----------------------------------	------------	---------------------------------------

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
---	---	----------------

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The Government of the District of Columbia, Office of the Attorney General (the “District”) is seeking a contractor to provide maintenance and system operation for the DC Child Support Enforcement System. The contractor shall provide database conversion services per work request.

**B.2** The District contemplates award of a Labor Hours type contract with a cost reimbursement component.

**B.3 PRICE/COST SCHEDULE**

**B.3.1 BASE YEAR (Date of Award through 12 months thereafter)**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b><u>ITEM DESCRIPTION</u></b>	<b><u>NOT-TO-EXCEED QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>TOTAL NOT-TO-EXCEED PRICE</u></b>
<b>0001</b>	Operation and Maintenance of the D.C. Child Support Enforcement System (DCCSES) as described in Section C, Statement of Work.				
Labor Categories as follows:					
<b>0001AA</b>	Senior Project Manager (1 FTE) as described in Section C.7.4.1	2,000	Labor Hour		
<b>0001AB</b>	Project Managers (2 FTE) as described in Section C.7.4.2	4,000	Labor Hour		
<b>0001AC</b>	Client Relationship Manager (1 FTE) as described in Section C.7.4.3	2,000	Labor Hour		
<b>0001AD</b>	Sr. Systems Analyst(s) (1 FTE) as described in Section C.7.4.4	2,000	Labor Hour		
<b>0001AE</b>	Systems Analyst(s) (6 FTE) as described in Section C.7.4.5	12,000	Labor Hour		
<b>0002</b>	Database Conversion Services in accordance with Section C.7, Functional Requirements/Work Requests	On-Demand	Labor Hour		

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>ITEM DESCRIPTION</b>	<b>NOT-TO- EXCEED QUANTITY</b>	<b>UNIT</b>	<b>HOURLY RATE</b>	<b>TOTAL NOT-TO- EXCEED PRICE</b>
0003	Reimbursable Direct Costs - Emergency services for Platform, Hardware/ Software Licenses and other direct costs as set forth in C.5.4.	One (1)	Lot	N/A	\$250,000.00
	<b>BASE YEAR - TOTAL ESTIMATED NOT-TO-EXCEED AMOUNT:</b>				\$ _____

**B.3.2 OPTION YEAR ONE**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>ITEM DESCRIPTION</b>	<b>NOT-TO- EXCEED QUANTITY</b>	<b>UNIT</b>	<b>HOURLY RATE</b>	<b>TOTAL NOT-TO- EXCEED PRICE</b>
<b>1001</b>	Operation and Maintenance of the D.C. Child Support Enforcement System (DCCSES) as described in Section C, Statement of Work.				
Labor Categories as follows:					
<b>1001AA</b>	Senior Project Manager (1 FTE) as described in Section C.7.4.1	2,000	Labor Hour		
<b>1001AB</b>	Project Managers (2 FTE) as described in Section C.7.4.2	4,000	Labor Hour		
<b>1001AC</b>	Client Relationship Manager (1 FTE) as described in Section C.7.4.3	2,000	Labor Hour		
<b>1001AD</b>	Sr. Systems Analyst(s) (1 FTE) as described in Section C.7.4.4	2,000	Labor Hour		
<b>1001AE</b>	Systems Analyst(s) (6 FTE) as described in Section C.7.4.5	12,000	Labor Hour		
<b>1002</b>	Database Conversion Services in accordance with Section C.7, Functional Requirements/Work Requests	On- Demand	Labor Hour		
<b>1003</b>	Reimbursable Direct Costs - Emergency services for Platform, Hardware/ Software Licenses and other direct costs as set forth in C.5.4.	One (1)	Lot	N/A	\$250,000.00
<b>OPTION YEAR ONE (1) - TOTAL ESTIMATED NOT-TO-EXCEED AMOUNT:</b>					\$ _____

**B.3.2 OPTION YEAR TWO**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>ITEM DESCRIPTION</b>	<b>NOT-TO-EXCEED QUANTITY</b>	<b>UNIT</b>	<b>HOURLY RATE</b>	<b>TOTAL NOT-TO-EXCEED PRICE</b>
<b>2001</b>	Operation and Maintenance of the D.C. Child Support Enforcement System (DCCSES) as described in Section C, Statement of Work.				
Labor Categories as follows:					
<b>2001AA</b>	Senior Project Manager (1 FTE) as described in Section C.7.4.1	2,000	Labor Hour		
<b>2001AB</b>	Project Managers (2 FTE) as described in Section C.7.4.2	4,000	Labor Hour		
<b>2001AC</b>	Client Relationship Manager (1 FTE) as described in Section C.7.4.3	2,000	Labor Hour		
<b>2001AD</b>	Sr. Systems Analyst(s) (1 FTE) as described in Section C.7.4.4	2,000	Labor Hour		
<b>2001AE</b>	Systems Analyst(s) (6 FTE) as described in Section C.7.4.5	12,000	Labor Hour		
<b>2002</b>	Database Conversion Services in accordance with Section C.7, Functional Requirements/Work Requests	On-Demand	Labor Hour		
<b>2003</b>	Reimbursable Direct Costs - Emergency services for Platform, Hardware/ Software Licenses and other direct costs as set forth in C.5.4.	One (1)	Lot	N/A	\$250,000.00
<b>OPTION YEAR TWO (2) - TOTAL ESTIMATED</b>					\$ _____
<b>NOT-TO-EXCEED AMOUNT:</b>					

**B.3.3 OPTION YEAR THREE**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>ITEM DESCRIPTION</b>	<b>NOT-TO-EXCEED QUANTITY</b>	<b>UNIT</b>	<b>HOURLY RATE</b>	<b>TOTAL NOT-TO- EXCEED PRICE</b>
<b>3001</b>	Operation and Maintenance of the D.C. Child Support Enforcement System (DCCSES) as described in Section C, Statement of Work.				
Labor Categories as follows:					
<b>3001AA</b>	Senior Project Manager (1 FTE) as described in Section C.7.4.1	2,000	Labor Hour		
<b>3001AB</b>	Project Managers (2 FTE) as described in Section C.7.4.2	4,000	Labor Hour		
<b>3001AC</b>	Client Relationship Manager (1 FTE) as described in Section C.7.4.3	2,000	Labor Hour		
<b>3001AD</b>	Sr. Systems Analyst(s) (1 FTE) as described in Section C.7.4.4	2,000	Labor Hour		
<b>3001AE</b>	Systems Analyst(s) (6 FTE) as described in Section C.7.4.5	12,000	Labor Hour		
<b>3002</b>	Database Conversion Services in accordance with Section C.7, Functional Requirements/Work Requests	On-Demand	Labor Hour		
<b>3003</b>	Reimbursable Direct Costs - Emergency services for Platform, Hardware/ Software Licenses and other direct costs as set forth in C.5.4.	One (1)	Lot	N/A	\$250,000.00
<b>OPTION YEAR THREE (3) - TOTAL ESTIMATED NOT-TO-EXCEED AMOUNT:</b>					\$ _____

**B.3.4 OPTION YEAR FOUR**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>ITEM DESCRIPTION</b>	<b>NOT-TO-EXCEED QUANTITY</b>	<b>UNIT</b>	<b>HOURLY RATE</b>	<b>TOTAL NOT-TO- EXCEED PRICE</b>
<b>4001</b>	Operation and Maintenance of the D.C. Child Support Enforcement System (DCCSES) as described in Section C, Statement of Work.				
Labor Categories as follows:					
<b>4001AA</b>	Senior Project Manager (1 FTE) as described in Section C.7.4.1	2,000	Labor Hour		
<b>4001AB</b>	Project Managers (2 FTE) as described in Section C.7.4.2	4,000	Labor Hour		
<b>4001AC</b>	Client Relationship Manager (1 FTE) as described in Section C.7.4.3	2,000	Labor Hour		
<b>4001AD</b>	Sr. Systems Analyst(s) (1 FTE) as described in Section C.7.4.4	2,000	Labor Hour		
<b>4001AE</b>	Systems Analyst(s) (6 FTE) as described in Section C.7.4.5	12,000	Labor Hour		
<b>4002</b>	Database Conversion Services in accordance with Section C.7, Functional Requirements/Work Requests	On-Demand	Labor Hour		
<b>4003</b>	Reimbursable Direct Costs - Emergency services for Platform, Hardware/ Software Licenses and other direct costs as set forth in C.5.4.	One (1)	Lot	N/A	\$250,000.00
<b>OPTION YEAR FOUR (4) - TOTAL ESTIMATED NOT-TO-EXCEED AMOUNT:</b>					\$ _____

<b>B.3.5</b>	<b>GRAND TOTAL ESTIMATED NOT-TO-EXCEED AMOUNT FOR BASE &amp; FOUR OPTION YEARS:</b>	\$ _____
--------------	---	----------

**B.4** An Offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the Offeror fails to submit a subcontracting plan that is required by law. (See Attachment J.7.)

**B.5** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section **H.6.**

## **SECTION C: SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 SCOPE**

**C.1.1** The Government of the District of Columbia has a need for a contractor to automate the child support collection and enforcement responsibilities of the Office of the Attorney General. The current automated system, the District of Columbia Child Support Enforcement System (DCCSES) needs programming updates and enhancements as well as day-to-day operational maintenance.

**C.1.2** The Child Support Services Division (CSSD) of the District of Columbia Office of the Attorney General is federally mandated to completely automate its collection and enforcement responsibilities under the Social Security Act 46 U.S. C. 600 et seq. and corresponding local laws regarding child support services at D.C. Code 16-900 et seq. and D.C. Code 46-200 et seq. (2001 ed.). The District of Columbia State Plan for automated child support enforcement is available at the Office of Child Support Enforcement website: <http://ocse.acf.hhs.gov/ext/stateplanspublic/tcl.cfm?stateid=DC>.

**C.1.3** In order to fulfill federal and local requirements, the current automated system, the District of Columbia Child Support Enforcement System ("DCCSES") needs programming updates and enhancements as well as day-to-day operational maintenance. In general, the contractor shall create, modify, or update all system applications as required for the functioning of the division in accordance with federal and local regulations. The contractor shall support the District's staff in identifying and reconciling discrepancies in data and processing occurring in the DCCSES environment, and in providing for continual updates and program corrections to improve functionality and prevent discrepancies and errors. District staff shall perform all facilities management services to support the application, including LAN/WAN applications and disaster recovery policy and procedures, with support from the contractor as described in section C.5 below.

### **C.2 APPLICABLE DOCUMENTS**

Services shall be performed in accordance with all applicable local and federal laws and OAG/CSSD policies. Federal documents may be obtained at the Office of Child Support Enforcement (OCSE) website, <http://www.acf.hhs.gov/programs/cse/poldoc.htm>.

Other documents are available as follows:

Item No.	Title	Date	Location
1	Automated Systems for Child Support Enforcement: A Guide for States 2017 – Certification Guide	Updated 2017	<a href="https://www.acf.hhs.gov/css/resource/certification-guide-2017">https://www.acf.hhs.gov/css/resource/certification-guide-2017</a>
2	IRS Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies	September 2016	<a href="https://www.irs.gov/pub/irs-pdf/p1075.pdf">https://www.irs.gov/pub/irs-pdf/p1075.pdf</a>
3	Applicable Local and Federal documents	Current	Office of Child Support Enforcement (OCSE) website: <a href="http://www.acf.hhs.gov/programs/cse/poldoc.htm">http://www.acf.hhs.gov/programs/cse/poldoc.htm</a>
4	OAG/CSSD Policies	Current	<a href="https://oag.dc.gov/child-support-services">https://oag.dc.gov/child-support-services</a>
5	District of Columbia State Plan for automated child support enforcement	2017	Office of Child Support Enforcement website: <a href="http://ocse.acf.hhs.gov/ext/stateplanspublic/tcl.cfm?stateid=DC">http://ocse.acf.hhs.gov/ext/stateplanspublic/tcl.cfm?stateid=DC</a>

**C.3 DEFINITIONS/ACRONYMS:**

The acronyms used in this solicitation and resultant contract are set forth below in the first column. In the second column, the acronym is spelled out:

Acronym/ Term	Definition/Meaning	Further Reference
CSE	Child Support Enforcement	
CSENet	Child Support Enforcement Network	
CSSD	Child Support Services Division of the DC Office of the Attorney General	
CSOSA	Court Services and Offender Supervision Agency	

<b>Acronym/ Term</b>	<b>Definition/Meaning</b>	<b>Further Reference</b>
CSSD	Child Support Services Division of the DC Office of the Attorney general	
DBMS	Database Management System	
DCAS	District of Columbia Access System	
DCCSES	District of Columbia Child Support Enforcement System	
DMDC	Defense Manpower Data Center	
DOH	Department of Health	
EFT	Electronic Funds Transfer	
FCR	Federal Case Repository	
FIDM	Financial Institution Data Match	
FOP	Federal Offset Program	
FTE	Full-Time Equivalent	<a href="#">FTE Definition</a>
HSMP	Human Services Modernization Program	
ICR	Interstate Case Reconciliation	
IRS	Internal Revenue Service	
ISP	Internet Service Provider	
IV-D	Title IV-D of the US Social Security Act	
IV-E	Title IV-E of the US Social Security Act	
LAN/WAN	Local Area Network/Wide Area Network	
MSFIDM	Multi-State Financial Institution Data Match	
NCP	Non-Custodial Parent	
NMSN	National Medical Support Notice	

<b>Acronym/ Term</b>	<b>Definition/Meaning</b>	<b>Further Reference</b>
OAG	Office of the Attorney General	
OCSE	The federal Office of Child Support Enforcement	
OCTO	The District of Columbia's Office of the Chief Technology Officer	
PMBOK	Project Management Body of Knowledge	
PRWORA	The Personal Responsibility and Work Opportunity Reconciliation Act of 1996	<a href="#">PRWORA</a>
SDU	State Distribution Unit	
SSA COGS	Social Security Administration Court Ordered Garnishment System	
SSN	Social Security Number	
TANF	Temporary Assistance to Needy Families	
USPS	US Postal Service	
VPN	Virtual Private Network	

## **C.4 BACKGROUND**

**C.4.1** The Child Support and Paternity Program was established in 1975 as Part D of Title IV of the Social Security Act. The purpose of the program is to locate non-custodial parents, establish paternity for children born out of wedlock, and obtain and enforce child and medical support orders. In the District of Columbia, the program is supervised and administered by the Office of the Attorney General (OAG), Child Support Enforcement Division (CSSD). The CSSD serves as the IV-D agency responsible for the overall administration of the program. With the exception of scheduling cases for court and providing notice of all hearings, the CSSD directly performs all child support services.

**C.4.2** The CSSD began its conversion to a central computer system in 1998. The system is known as the District of Columbia Child Support Enforcement System (DCCSES). The federal Office of Child Support (OCSE) certified the system (under the requirements of FS-88) in April 2000. The system received PRWORA certification in April 2003. DCCSES has approximately 300 users at four (4) locations in the District of Columbia: 250 at 441 4th Street NW, 30 at the Moultrie Courthouse, 500 Indiana Avenue NW, three (3) at 645 H Street NE, and two (2) at 2100 Martin Luther King Avenue SE.

### **C.4.3 Functionality and environment**

**C.4.3.2** The DCCSES system maintains case records and accounts information on more than 47,282 active cases and account records on approximately 34,649 child support orders. It allows the District to conduct automated matches with numerous data sources and automatically generates income withholding notices, drivers' license suspension notices, and numerous other notices to custodial parents, non-custodial parents, and employers without the need for caseworker intervention. In addition, DCCSES accommodates centralized payment processing and performs crediting and distribution of payments that meet Federal standards.

**C.4.3.3** The DCCSES environment is operated and maintained at 441 4th Street NW, Suite 1C, Washington DC.

- C.4.3.4 The operating system on the DC system is Microsoft Windows 2012 R2. A system production server is a virtual machine hosted on a Dell PowerEdge R730xd Windows 2012 R2 server. Appropriate secure network lines provide support for the approximately three hundred users and the technicians supporting DCCSES. The random-access memory allocated to the production server is 128 GB. The physical host disk array is in a RAID 10 configuration. This disk space allocated to the production VM is 714 GB. A near-time clone is maintained by replicating (Hyper-V) the production server and its active production drives with hourly checkpoints to an identical server at 3919 Benning Rd, NE, the site of the District's Operations Data Center 1. Both virtual servers are backed up before and after nightly processing. In case of catastrophe, the District maintains a Recovery Point Systems site in Gaithersburg, M+D to which backup would be delivered and restored to ensure continuity of operations.
- C.4.3.5 End-user support calls are received, assigned and distributed by the District's Tier 1 support program, CSSD Helpdesk Portal. The CSSD Helpdesk Portal tracks all call assignments and statuses using an internally written ASP application with an SQL database. Approximately 90 printers currently support DCCSES tasks.
- C.4.3.6 DCCSES electronically interfaces with the D.C. Department of Employment Services for Unemployment Insurance and wage information, and the D.C. Office of Tax and Revenue for interception of Lottery Winnings and District Tax Offset. DCCSES also interfaces with several Federal databases including IRS, National Directory of New Hires, Federal Case Registry, and CSENet, and with District employers for EFT, State Directory of New Hires, payment processing and Financial Institution Data Match.
- C.4.3.7 Data exchange with the District's system of record for IV-A program data (DCAS) is automated, but data exchange with the system of record for IV-E program data (FACES) is not as of August 2018.
- C.4.3.8 Note: Both the IV-A and IV-E systems are slated for replacement or upgrades that may occur during the contract period of this award.

- C.4.3.9 The DCCSES system was transferred from a 1990 copy of the State of Connecticut's statewide child support system, CCSSD. It currently consists of four major subsystems corresponding to the major areas of functionality (Title IV-A Subsystem, handling the ACEDS IV-A interface; Title IV-E Subsystem, handling the IV-E data from the District's FACES system; the State Distribution Unit (SDU) Subsystem, handling financial processing; and the Vital Records Subsystem, handling birth and death data from the DC Department of Health) as well as other functional modules devoted to various processing and administrative tasks such as case management and medical support. DCCSES also has a workflow component that generates emails and notifications based on status changes to cases and case objects such as court orders.
- C.4.3.10 All end-user trouble calls are received, assigned and distributed by the District's Tier 1 support program, OCTOHelps. OCTOHelps tracks all call assignments and statuses using RemedyForce. Approximately 90 printers currently support DCCSES tasks.

#### **C.4.4 Current organizational structure of OAG/CSSD**

The current organizational structure of OAG/CSSD consists of approximately 200 staff. The organization is divided into several functional operational sections under the direction of the immediate Office of the Director. The CSSD organizational structure is shown in Attachment J.10.

#### **C.4.5 OAG/CSSD's IT Organization**

- C.4.5.1 The OAG Chief Information Officer (CIO) has primary responsibility for ensuring that CSSD's automated systems support the organization's mission, policy, and business processes in an efficient, cost-effective manner. The CIO oversees four (4) full-time District employees who manage and support various aspects of DCCSES operations. These include Applications Development and Help Desk and Security Managers.
- C.4.5.2 All work items are prioritized and approved according to business needs by OAG management. The contractor shall work directly with the Applications Development Manager to achieve the performance objectives of the contract.

#### **C.4.6 Standard Operations for DCCSES**

To comply with Federal and DC regulations, to exchange data, and to maintain accurate, efficient operations, the administration of DCCSES involves numerous scheduled and ad hoc processes, many of which depend on relatively complicated edit rules. This is characteristic of any State Child Support Enforcement System. For a complete description of standard operating processes, see Attachment III of this RFP, the DCCSES Operations Overview. For a list of daily and nightly batch processes, see Attachment IV.

#### **C.4.7 Conformity to Federal Certification Requirements**

In performing the tasks outlined in this RFP, the contractor shall not make any change to DCCSES that would compromise the system's Federal certification or negatively affect the audit process. Detailed information about certification standards and processes can be found at the website of the Administration for Children and Families, Office of Child Support Enforcement (<http://www.acf.dhhs.gov/programs/cse/stsys/tab2.htm>).

#### **C.4.8 System documentation**

OAG/CSSD maintains a shared documentation repository and collaborative documentation services accessible to the Contractor. The Contractor will be responsible for maintaining the complete, current, and comprehensive system and user documentation in those environments.

#### **C.4.9 End-user training facilities**

Training for DCCSES users is conducted in conjunction with OAG/CSSD's Policy and Training Section in OAG training facilities at 441 4th Street NW. Instruction is typically delivered by the Contractor in a classroom setting.

#### **C.4.10 Interfaces**

DCCSES electronically interfaces with:

- 1) State Directory of New Hires – for data on people who have been recently hired in DC
- 2) National Directory of New Hires – for data on people who have been recently hired nationally
- 3) Financial Institutions – for payment processing and Financial Institution Data Match
- 4) IVA/DCAS/Temporary Assistance for Needy Families (TANF)

- 5) ACEDS/Medicaid
- 6) CSENET – for interstate case information of interest to multiple states
- 7) Electronic Income Withholding Order (EIWO) – for electronic wage withholdings for companies that have the software in place
- 8) Multi-State Financial Institution Data Match (MS FIDM) - for freezing and seizing bank accounts
- 9) In State Financial Institution Data Match - for freezing and seizing bank accounts of local banks who do not participate in MS FIDM
- 10) Fast Levy - for freezing and seizing bank accounts electronically, i.e., not via the paper process
- 11) Federal Case Registry – for case information at the federal level
- 12) Federal Parent Locator Service (FPLS) – for locating case participants based on name, SSN, DOB
- 13) DOES/Unemployment – for unemployment insurance and wage information
- 14) IVE/Foster Care – for foster care information
- 15) Child Support Lien Network (CSLN) - for seizing insurance claims
- 16) Credit Bureau
- 17) Department of Motor Vehicles – for driver’s license suspension
- 18) Federal Tax Offset - for intercepting federal taxes
- 19) State Tax Offset – for intercepting State Taxes
- 20) State Services Portal - for other states to view case information through a Federal Web Portal
- 21) Lottery Board – for intercepting lottery winnings.
- 22) Passport Denial - for suspending passports
- 23) Data Warehouse – for feeding case and demographic information to the OAG/CSSD data warehouse
- 24) Reports Portal Website – for sending electronic copies of reports to a website for users to access
- 25) Systems and Methods Inc. – for processing payment information for OAG/CSSD.
- 26) Infolinx – for storing data to the OAG/CSSD records management system.
- 27) Allison – for printing notices for certain enforcement remedies.

**C.4.11 Data Security/Confidentiality of Information**

C.4.11.1 As the information stored in DCCSES is private and confidential, the contractor shall not use any such information for any purpose other than performing the services described herein. The contractor shall only grant access to such information to its staff that needs access to it for purposes of fulfilling the contractor's contractual obligations and only after such individuals comply with OAG/CSSD's requirements for gaining access to DCCSES as provided in Section C.6.10.

C.4.11.2 The contractor shall comply with all applicable federal and District laws and regulations pertaining to automated child support enforcement systems and the data contained therein, and ensure its staff is made aware of such laws and regulations and the penalties for violating such. As Federal tax information is also included in DCCSES, the Contractor shall be sure to comply with IRS regulations pertaining to the use of Federal tax information, and ensure its staff read and comply with Exhibit 7 of IRS Publication 1075. Furthermore, the contractor shall ensure that its staff adheres to all OAG/CSSD policies and procedures pertaining to the use of DCCSES and safeguarding of any information contained therein, regardless of the format in which such data is made available.

**C.5 GENERAL REQUIREMENTS**

**C.5.1** The Contractor shall perform the scope of work as described in the following Sections C.5 through C.6 or in accordance with work requests, i.e., written direction from the District, which direction shall include delivery dates.

**C.5.2 Maintenance and Operations**

The Contractor shall be responsible for all DCCSES standard operations, including:

C.5.2.1 End-user support tasks - including but not limited to assigning printers, restarting printers, mounting forms, clearing queues, releasing print jobs, adding, deleting, and resetting user accounts, resetting passwords, and handling SecureNetTerm issues, maintenance and configuration;

C.5.2.2 Daily operations - including but not limited to review of DCCSES system status emails, initiating, investigating and following up on all errors;

C.5.2.3 Nightly operations - creating and storing backup tapes nightly according to CSSD policy, running and trouble-shooting nightly processing, and providing on-call resources for nightly processing;

C.5.2.4 Weekly operational tasks - once a week, prepare the week's nightly tapes for delivery to the District's secure third-party repository;

- C.5.2.5 Monthly operational tasks - once a month, produce the OCSE 157 Reports (snapshot of cases for the prior month; cumulative report of cases for the year to date);
- C.5.2.6 Quarterly operational tasks - once a quarter, produce the OCSE 34A Report;
- C.5.2.7 Yearly operational tasks - once a year, produce the OCSE157 and OCSE34A Reports;
- C.5.2.8 Unix administration tasks - including but not limited to rebooting servers, installing and removing printers, moving print jobs, initiating HP support calls, installing DCCSES server software, restoring data files from tape, handling login problems, and escorting support vendors to the DCCSES server;
- C.5.2.9 Other DCCSES tasks - installing the Secure NetTerm emulator on Windows desktops;
- C.5.2.10 Coordination with LAN/WAN administration - coordinate with OCTO's LAN/WAN and OAG/CSSD staff or their designees to assist in identifying and resolving network-related problems involving DCCSES;
- C.5.2.11 Disaster recovery and continuity of operations - keep the DCCSES Disaster Recovery Plan up to date, provide version control of all related applications software, lead the effort to restore the application to normal operations, and otherwise assist in the recovery process as required;
- C.5.2.12 Documentation - Update DCCSES documentation, keep it current to reflect application modifications within ten (10) business days of their release, and maintain proper version control of all DCCSES documentation;
- C.5.2.13 Implementation of program testing and installation policy and procedures, as provided by CSSD;
- C.5.2.14 Analysis and documentation of CSSD workflows and modify DCCSES to support workflows as needed;
- C.5.2.15 Identification of data quality issues, recommendation and implementation of edits and program modifications to improve data quality;
- C.5.2.16 Development and delivery of training on all DCCSES modifications for all impacted users;
- C.5.2.17 Recommendation, documentation and assistance to CSSD in its enforcement of a uniform, restrictive security and privacy policy to control and monitor system access;

C.5.2.18 In performing these duties, the Contractor shall respond to on-demand work requests within 48 hours unless otherwise agreed with the Chief Information Officer. The Contractor shall provide the Chief Information Officer with a complete, comprehensive list of Primary and Backup Points of Contact for all duties and shall adhere to CSSD policies governing error notification and chain-of-command communication.

### **C.5.3 Applications Software Support**

C.5.3.1 The contractor shall provide support for the current DCCSES application software as necessary to ensure its compliance with DC and federal laws and regulations. The following tasks are a list of required services that the contractor will need to perform on an as needed basis for the application software support. The Contract Administrator will assign Applications Software Support Tasks through a work request system: The Contractor will be required to provide a plan of action for each work request, which will be reviewed and approved by the Contract Administrator or designee. Contractor is required to have the capability and capacity to provide ALL of the tasks listed below.

C.5.3.2 As needed Tasks for Application Software Support may include, but are not limited to the following:

C.5.3.2.1 Perform outstanding changes to OCSE-157 as required under OCSE-AT-05-09;

C.5.3.2.2 Modify the interface to the DOH Vital Records systems to enhance automated receipt and processing of birth, death and acknowledgement data;

C.5.3.2.3 Specify and implement an automated interface with the District's IV-E system of record, FACES, to capture new case referrals from the District's foster care system;

C.5.3.2.4 Modify child support payment calculation guidelines as reflected in any new legislation approved by the Council of the District of Columbia;

C.5.3.2.5 Enhance daily data exchange with CSENET as needed;

C.5.3.2.6 Add fields and modify screens as needed;

C.5.3.2.7 Modify the electronic file interface with the District's IV-A system of record DCAS, to reduce the number of processing errors (e.g., duplicate case creation) and simplify the monthly reconciliation process;

C.5.3.2.8 Make modifications to the General Case Information screen;

C.5.3.2.9 Add new status codes and automate related processing for Legal Services;

C.5.3.2.10 Enhance screen-to-screen navigation capability;

C.5.3.2.11 Implement Data Quality Report requests;

- C.5.3.2.12 Provide a Collections Report for distribution to the D.C. Superior Court;
- C.5.3.2.13 Perform miscellaneous minor programming changes to correct software errors and improve data reliability and accuracy;
- C.5.3.2.14 Create Director's Report and Arrearage Report;
- C.5.3.2.15 Automate the Mayor's Report.

#### **C.4.4 Special Cost-Reimbursement Elements (CLINs 0003, 1003, 2003, 3003, 4003)**

The contractor shall perform the following functions on a direct cost-reimbursable basis:

1. Hardware maintenance or cloud services for the CSSD production and test servers;
2. Printing associated with materials preparation related to work performance;
3. Communication links;
4. Disaster recovery services;
5. Offsite tape storage;
6. Other purchases to sustain operation and prevent breaks in services, as requested by CSSD and mutually agreed to within the scope of work of this contract.

#### **C.5.5 Location of Work**

The contractor shall perform maintenance and operating tasks at 441 4th Street NW, Washington DC, unless another District location is specified or directed by OAG/CSSD. The contractor may propose to perform tasks remotely.

#### **C.5.6 Space and equipment**

The District will supply sufficient office space to meet the needs of maintenance and operating personnel. Limited space is available for applications software support personnel, but provision for additional space can be made. If the contractor proposes to perform applications software support tasks remotely, the contractor shall maintain and utilize its own T-1 line or ISP provider at its expense. The District will supply all needed VPN connections to ensure secure communications.

### **C.5.7 Hours of operation**

#### **C.5.7.1** Normal hours of operation:

The District will direct the contractor as to the normal business hours of operation and will adjust the hours as necessary during the contract period to meet business needs. The contractor shall ensure that appropriate Primary and Backup resources are assigned and available at all times during these hours. The current normal hours of operation for DCCSES are as follows:

Monday through Friday, excluding District holidays:

- 5 a.m.: Commence normal daily operations
- 5 a.m. - 8:15 a.m.: Run reports from overnight processing
- 4:45 p.m. - End normal daily operations
- 7 p.m. - Commence normal nightly operations
- 11 p.m. - End normal nightly operations

**C.5.7.2** In addition, weekly, monthly and annual maintenance and operating tasks are normally scheduled on weekends. The contractor shall ensure that appropriate Primary and Backup resources are assigned and available as necessary to accomplish the regularly scheduled weekly, monthly and annual tasks.

#### **C.5.7.3 Coverage outside of normally scheduled hours**

The contractor shall ensure that appropriate Primary and Backup resources are assigned and available to respond within two (2) hours to system emergencies outside of regularly scheduled hours.

### **C.5.8 Reporting**

The contractor shall submit a status report no later than the 5th of each month that covers the preceding month. The format of this status report will be as delineated in Attachment J.11. The Contractor's Project Manager and any other personnel designated by OAG/CSSD shall attend a monthly status review meeting with the Chief Information Officer and the Applications Development Manager.

## **C.6 OPERATIONS AND MAINTENANCE FUNCTIONAL AREAS**

Operations and Maintenance services include the following functional areas, at a minimum. These areas are listed to assure the resources proposed by the Contractor and their assignment to OAG/CSSD are comprehensive and include the subject matter knowledge and experience necessary to perform requirements in the following areas:

### **C.6.1. End-User Support**

End User support requests all are entered and processed through the District's RemedyForce help desk system. End User support shall include, but not be limited to the following sub-tasks:

- 1) Managing and Assigning printers
- 2) Clearing Queues
- 3) Releasing Print Jobs
- 4) Adding, Deleting, and Resetting User Accounts
- 5) Resetting Passwords
- 6) Supporting AccuTerm7 Issues, Maintenance and Configuration

### **C.6.2. Monitoring and Response**

The Contractor shall be responsible for creating and monitoring the production DCCSES environment to ensure continuous and reliable operation. Sub-Tasks include:

- 1) Real-Time Monitoring of DCCSES Systems
- 2) Monitoring system status notifications - initiating, investigating and appropriate action on alerts

### **C.6.3 Operational Tasks**

**C.6.3.1 Periodic:** The Contractor shall perform the periodic tasks necessary to maintain and support the production of DCCSES systems and infrastructure. These tasks include, but are not limited to activities required by CSSD policy and standard operating procedures:

**C.6.3.1.1. Daily** operational tasks include:

- 1) Creation and storage of backups nightly
- 2) Running and trouble-shooting nightly process
- 3) Providing on-call resources for nightly processing

**C.6.3.1.2 Weekly** operational tasks include preparation of the week's nightly backups for delivery to the District's secure third-party repository.

**C.6.3.1.3 Monthly** operational tasks include production of the OCSE 157 Reports (snapshot of cases for the prior month; cumulative report of cases for the year to date).

C.6.3.1.4 **Quarterly** operational tasks include production of the OCSE 34A Report

C.6.3.1.5 **Annual** operational tasks include production of the OCSE157 and OCSE34A Reports.

#### **C.6.4 System Administration Tasks**

The Contractor shall perform system administrative tasks necessary for the on-going support and sustainment of the infrastructure in the DCCSES environment these tasks include, but are not limited to:

- 1) Updating and rebooting servers
- 2) Installing and removing printers
- 3) Moving print jobs
- 4) Initiating HP support calls
- 5) Installing and updating DCCSES server software
- 6) Restoring data files
- 7) Handling login problems
- 8) Escorting support vendors to the DCCSES server

#### **C.6.5 Network Operations**

The Contractor shall coordinate with OCTO's LAN/WAN and OAG/CSSD staff or their designees to assist in identifying and resolving network-related problems involving DCCSES.

#### **C.6.6 Disaster Recovery and Continuity of Operations**

The Contractor shall:

- C.6.6.1 Maintain and update the DCCSES Disaster Recovery Plan;
- C.6.6.2 Provide version control of all related applications software in a CSSD provided environment;
- C.6.6.3 Lead the effort to restore the application to normal operations during outage events;
- C.6.6.4 Assist in the recovery process as required.

**C.6.7 Documentation**

The Contractor shall maintain DCCSES documentation in the CSSD provided document repository systems with appropriate approvals and version control. All releases must have current documentation for change control approval prior to production release.

**C.6.8 Change Management**

The Contractor shall implement change control including validation of approval, testing, documentation and deployment procedures provided by CSSD policy and shall execute deployments to production as specified in change control requests.

**C.6.9 System Integrity Monitoring**

The Contractor shall identify data quality issues, recommend and implement edits, and program modifications to improve data quality.

**C.6.10 Security**

C.6.10.1 The contractor shall ensure that its staff adheres to all OAG/CSSD policies and procedures pertaining to the use of DCCSES and safeguarding of any information contained therein, regardless of the format in which such data is made available.

C.6.10.2 No security access or authorization modifications shall be made without proper documentation and approval by OAG.

C.6.10.3 The Contractor's responsibilities include the following:

Provide and maintain a Security Access and Authorization (SAAR) process and tracking system on CSSD assets hosted in the CSSD infrastructure;

C.6.10.4 The contractor shall ensure that its staff adheres to all OAG/CSSD policies and procedures pertaining to the use of DCCSES and safeguarding of any information contained therein, regardless of the format in which such data is made available.

C.6.10.5 No security access or authorization modifications shall be made without proper documentation and approval by OAG.

C.6.10.6 The Contractor's responsibilities include the following:

- C.6.10.6.1 Provide and maintain a Security Access and Authorization (SAAR) process and tracking system on CSSD assets hosted in the CSSD infrastructure;
- C.6.10.6.2 Monitor and validate no modifications with security implications are made without appropriate SAAR approval;
- C.6.10.6.3 Provide tracking, support, and information to security audits as requested;
- C.6.10.6.4 Provide recommendation on security Plans of Action and Milestones recommended in security audits of DCCSES.

### **C.6.11 Maintenance and Enhancement**

The Contractor shall provide programmatic and infrastructure maintenance and enhancements on an approved work request basis. These work requests are subject to OAG/CSSD prior approval and notice to proceed.

### **C.6.12 Cloud Migration**

The Contractor shall migrate DCCSES and all its ancillary support systems (such as request tracking and utility support systems) into the OAG Azure Cloud within 90 days of contract award. The Contractor shall provide resources experienced and capable of transferring the existing servers and systems to that environment. At least 30 days prior to migration, the Contractor shall provide a detailed Migration Project Plan (including milestones, risks, and test scenarios). The contractor shall work directly with OAG IT staff to complete Cloud Migration.

### **C.6.13 Cloud Operations**

As required in C.6.12, DCCSES and all its ancillary support systems will be migrated into the OAG Azure Cloud. In addition, the Contractor shall migrate all DCCSES operations that currently exist in private, hybrid or public environments to the Azure Cloud, to be supported with the Azure Cloud being the primary operational environment. Examples of those operations may be delineated in the subsections above.

## **C.7. FUNCTIONAL REQUIREMENTS**

**C.7.1** The Contractor shall perform the scope of work that includes but is not limited to the objectives below. Work requests for the functional areas detailed in sections C.7.5 through C.7.13 shall be evaluated by CSSD Management and will be executed upon written direction from the OAG IT Application Support Manager, which direction shall include delivery criteria, estimated resources, and timeframes.

**C.7.2** Each work request (and response) shall include all resources and information analysis, development, quality assurance, documentation, implementation, requirements for on-going operation, and objective success requirements (such as service level or user utilization). The Work Request process is discussed in Section C.5.3.

**C.7.3** The Contractor shall perform the activities required to successfully complete the District's work requirements and submit each deliverable, including but not limited to deliverables as set forth in Section F.4.

**C.7.4** The Labor Categories (resources) described below are required to complete work requests.

### **C.7.4.1 Senior Project Manager(s)**

**C.7.4.1.1** Primary Duties: Direct and supervise the activities of the OAG/CSSD's project. The senior project manager will anticipate problems and proffer solutions necessary to keep the project within budget and on schedule.

**C.7.4.1.2** At a minimum, the Contractor's Senior Project Manager shall adhere to Project Management Institute (PMI) PMBOK guidelines and requirements to provide the following services:

- 1) Set project goals and define performance criteria such as quality standards, deadlines, and cost requirements. Communicate with other team members and customers to keep them informed of changes in project operations.
- 2) Monitor the progress of a project to identify problems and ensure they are appropriately resolved.
- 3) Create a system for reporting and monitoring project operations.
- 4) Maintain good knowledge of project management principles, methodologies, and techniques, and devise systems that help minimize risks across multiple projects.
- 5) Develop internal communication strategies useful in ensuring communication between various departments of OAG/CSSD.
- 6) Perform additional duties as directed.

**C.7.4.1.3 Skills and Qualifications**

- 1) Education and Training: Bachelor's degree in project management or in a related discipline.
- 2) PMP (Project Management Professional) Certification
- 3) 10 years' experience in people and resource management are essential to the position.
- 4) Leadership Skill: Direct the operations of a project unit to ensure set goals are achieved.
- 5) Communication Skill: Communicate with the customers, managers and other team members to relay information about the project.
- 6) Problem-solving Skill: Apply project management principles and methodologies in seeking solutions to project problems.

**C.7.4.2 Project Manager(s)**

**C.7.4.2.1** Primary Duties: Oversees the process of planning, executing, and delegating responsibilities for OAG/CSSD's technology pursuits and goals. Accomplishes project objectives by planning and evaluating project activities.

**C.7.4.2.2** At a minimum, the Contractor's Project Manager(s) shall adhere to PMBOK project management guidelines and requirements to provide the following services:

- 1) Achieve operational objectives by contributing information and recommendations to strategic plans and reviews.
- 2) Prepare and complete action plans; implementing production, productivity, quality, and customer-service standards.
- 3) Implement risk management processes intended to keep the project on track and employ effective risk response strategies should problems occur.
- 4) Produce overall project work plan and scheduled meeting with project participants to clarify and adjust project objectives, deliverables, roles, and timing.
- 5) Produce other individual work plans, as needed, that address specific implementation and deployment details.
- 6) Produce weekly, written status reports that describe accomplished work and status for all project tasks, upcoming activities and milestones, and project issues that must be addressed.
- 7) Perform additional duties as directed.

#### C.7.4.2.3 Skills and Qualifications

- 1) Education and Training: Bachelor's degree in project management or in a related discipline or equivalent years of actual work experience.
- 2) PMP (Project Management Professional) Certification
- 3) Five (5) years' experience in people and resource management are essential to the position.
- 4) Communication Skill: Communicate with the customers, managers and other team members to relay information about the project.
- 5) Problem-Solving Skill: Apply project management principles and methodologies in seeking solutions to project problems.

#### C.7.4.3 Client Relationships Manager(s)

C.7.4.3.1 Primary Duties: Ensure that Contractor complies with all contract terms and conditions and that day-to-day issues and concerns are promptly addressed.

C.7.4.3.2 At a minimum, the Contractor shall adhere to client relationship management requirements and provide the following services:

- 1) Work full time and on site at the District's work site.
- 2) May perform systems analysis, create change request scope and cost estimates, or perform other staff duties assigned by the Contractor.
- 3) Perform additional duties as directed.

#### C.7.4.3.3 Skills and Qualifications

- 1) Education and Training: Bachelor's degree in project management, computer science, systems engineering, business administration, or in a related discipline or equivalent years of actual work experience
- 2) Seven (7) years' experience in people and resource management are essential to the position.
- 3) Communication Skill: Communicate with the customers, managers, and other team members to relay information about the project.
- 4) Problem-Solving Skill: Apply project management principles and methodologies in seeking solutions to project problems.

**C.7.4.4 Sr. Systems Analyst(s)**

C.7.4.4.1 Primary Duties: Implement computer system requirements for the OAG/CSSD's project. Define and analyze system problems; design and test standards and solutions.

C.7.4.4.2 At a minimum, the Contractor shall adhere to systems analysis requirements and provide the following services:

- 1) Define application problems by conferring with clients; evaluating procedures and processes.
- 2) Develop solutions by preparing and evaluating alternative workflow solutions.
- 3) Control solutions by establishing specifications; coordinating implementation with programmers and developers.
- 4) Validate results by testing programs.
- 5) Provide reference by writing documentation.
- 6) Document business requirements as needed to develop solutions.
- 7) Perform additional duties as directed.

**C.7.4.4.3 Skills and Qualifications**

- 1) Education and Training: Bachelor's degree in Computer Science, Systems/Engineering, Business Administration or related field.
- 2) Some independent judgement required in setting priorities of tasks among multiple assigned projects
- 3) Leadership Skill: Minimum of five (5) years' experience in systems analysis and or programming required with leadership responsibilities.
- 4) Communication Skill: Must have the ability to communicate, motivate, and organize projects among a broad spectrum of personnel throughout the network, frequently under deadline pressure.
- 5) Problem-solving Skill: Must have the ability to exercise independent judgement

#### **C.7.4.5 Systems Analyst(s)**

C.7.4.5.1 Primary Duties: Implement computer system requirements for the OAG/CSSD's project. Define and analyze system problems; design and test standards and solutions.

C.7.4.5.2 At a minimum, the Contractor shall adhere to systems analysis requirements and provide the following services:

- 1) Define application problems by conferring with clients; evaluating procedures and processes.
- 2) Develop solutions by preparing and evaluating alternative workflow solution.
- 3) Control solutions by establishing specifications; coordinating production with programmers and developers.
- 4) Validate results by testing programs.
- 5) Provide reference by writing documentation.
- 6) Document business requirements as needed to develop solutions.
- 7) Perform additional duties as directed.

#### **C.7.4.5.3 Skills and Qualifications**

- 1) Education and Training: Bachelor's degree in Computer Science, Systems/Engineering, Business Administration or related field.
- 2) Some independent judgement required in setting priorities of tasks among multiple assigned projects.
- 3) Experience with Software testing, Software maintenance, and Software Development process.
- 4) Communication skill: Must have the ability to communicate, motivate, and organize projects among a broad spectrum of personnel throughout the network, frequently under deadline pressure.
- 5) Problem-solving skill: Must have the ability to exercise independent judgement.

### **C.7.5 Change Request Process**

**C.7.5.1** Change Requests shall be the mechanism whereby the use of resources, enhancements, modifications, and upgrades to the system shall be prioritized, approved, and tracked. Changes to the system shall be requested and tracked in a single system chosen by OAG IT. The Contractor shall use this tracking system when responding to Change Requests.

**C.7.5.2** The Change Request process shall include the following checkpoints:

- 1) Stakeholders create Change Requests in the tracking system to allocate resources in functional areas described, but not limited to those in Section C.5, General Requirements.
- 2) CSSD management preliminarily approves/disapproves of Change Requests via the tracking system.
- 3) Using the tracking system, the Contractor shall provide estimates of the effort required to implement Change Requests. Contractor and CSSD personnel agree on and assign a functional area of change via the tracking system.
- 4) Stakeholders meet periodically to review the approved backlog of Change Requests in order to discuss the impact, prioritization, and to slot into future releases.
- 5) Contractor shall implement changes for current release according to agreed-upon schedule and shall release completed Change Requests to test environment.
- 6) Stakeholders verify and accept changes in a test environment prior to release to production.
- 7) For each release, Contractor shall use the approved deployment process whereby accepted changes are released to production.

### **C.8 Termination for Default**

Pursuant to Standard Contract Provision 8, **Default**, should the contractor fail to perform in accordance with the terms and conditions of the contract or violate any applicable federal or District laws or regulations, the District shall have the right to terminate the contract for default, and the contractor shall only receive payment for services satisfactorily performed and costs incurred up to the effective date of termination. The contractor shall be prohibited from recouping any costs thereafter unless approved by the Contracting Officer.

### **C.9 Changes in Legislation**

The Contractor shall stay abreast of all changes to Federal and District laws and regulations which may impact the services which the District has contracted with the Contractor to perform and shall implement any necessary programmatic changes as a result of such changes.

### **C.10 Personnel**

The contractor shall identify all personnel who shall perform the contractual requirements and describe each individual's pertinent experience and the responsibilities that each shall execute. The contractor shall notify the District prior to replacing anyone working on the contract and all such replacements shall be subject to the District's approval. The contractor shall replace any personnel working on the contract at the District's direction within thirty (30) calendar days of receiving a request for a replacement.

### **C.11 Transition**

The contractor shall contact the District, within two (2) business days of the contract effective date, to discuss and develop a transition plan, which is acceptable to the District, for transfer of responsibilities outlined in the contract to the contractor. The contractor shall complete the transition and begin providing the services described in the contract within thirty (30) calendar days of the contract effective date, unless the District's designated representative otherwise agrees.

### **C.12 Turnover**

The contractor shall develop and provide a detailed turnover plan to the District's designated representative, no later than sixty (60) calendar days of the effective date of the contract, describing its plans for seamlessly transitioning the services it is performing to the District or to a new contractor upon termination or expiration of the contract, without causing any disruption to OAG/CSSD's operations. This plan shall be subject to the District's approval before being finalized.

### **C.13 Continuity of Services**

The Contractor recognizes 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.

**SECTION D: PACKAGING AND MARKING**

The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

**SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

\*\*\*\*\*Nothing Follows on this Page\*\*\*\*\*

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of twelve (12) months from the effective date of award specified on the cover page of this contract.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of up to four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option periods shall be as set forth in Section B.3 of the contract.

**F.2.4** The total duration of this contract including any options under this clause, shall not exceed five (5) years.

**F.3 OPTION TO EXTEND SERVICES**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days before the contract expires.

**F.4 DELIVERABLES**

**F.4.1.** The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable, including but not limited to deliverables listed in the following table, to the Contract Administrator (CA) identified and described in Section G.4 and SCP-32, or as specified below:

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format and Method of Delivery</b>	<b>Due Date</b>
0001	Complete, Current, Comprehensive System and User Documentation per C.4.8.1, C.5.2.12, and C.6.7	1 Lot	By email to Contract Administrator (CA)	Ongoing, Updates within ten (10) business days after release
0001	Backup Tapes per C.5.2.3	365	Storage	Nightly
0001	Week's Nightly Tapes per C.5.2.4	52	Deliver to the District's Secure Third-Party Repository	Weekly
0001	OCSE 157 Reports per C.5.2.5	12	By email to Contract Administrator (CA)	Monthly
0001	OCSE 34A Report per C.5.2.6	4	By email to Contract Administrator (CA)	Quarterly
0001	OCSE157 and OCSE34A Reports per C.5.2.7	1	By email to Contract Administrator (CA)	Annually
0001	DCCSES Disaster Recovery Plan per C.5.2.11 and C.6.6	One (1)	By email to Contract Administrator (CA)	30 days after award, then ongoing
0001	Analysis and documentation of CSSD workflows per C.5.2.14	One (1)	By email to Contract Administrator (CA)	As needed
0001	Data Quality Improvement Report per C.5.2.15, C.5.3.2.11, C.5.3.2.13 and C.6.9	One (1)	By email to Contract Administrator (CA)	Quarterly
0001	DCCSES End User Training Plan/Report per C.5.2.16	One (1)	By email to Contract Administrator (CA)	As modifications are rolled out
0001	Uniform, Restrictive Security and Privacy Policy per C.5.2.17	One (1)	By email to Contract Administrator (CA)	Within 60 days after Contract Award and ongoing as needed
0001	Comprehensive List of Primary and Backup Points of Contact for On-Demand Work Requests per C.5.2.18	One (1)	By email to Contract Administrator (CA)	Within 15 days after Contract Award

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format and Method of Delivery</b>	<b>Due Date</b>
0001	Plan of Action for Applications Software Support via Work Requests per C.5.3.1	Each Work Request	By email to Contract Administrator (CA)	As needed
0001	Collections Report per C.5.3.2.12	12	By email to Contract Administrator (CA) And D.C. Superior Court	Monthly
0001	Director's Report and Arrearage Report per C.5.3.2.14	12	By email to Contract Administrator (CA)	Monthly
0001	Mayor's Report per C.5.3.2.15	One (1)	By email to Contract Administrator (CA), Director, and Mayor	Annually by end of 12th month
0001	Monthly Status Report per C.5.8	12	Attachment J.11 by email to Contract Administrator (CA)	5th of each month
0001	Security Access and Authorization (SAAR) process and tracking system per C.6.10.3	1 System	Hosted on CSSD Infrastructure	30 days after award and ongoing
0001	Migration Project Plan per C.6.12		By email to Contract Administrator (CA)	At least 30 days prior to migration
0001	Notice of Replacement of Personnel per C.10		By email to Contract Administrator (CA)	Within 30 days after effective date of contract
0001	Transition Plan per C.11	One (1)	By email to Contract Administrator (CA)	Within 2 days after effective date of contract
0001	Turnover Plan per C.12	One (1)	By email to Contract Administrator (CA)	No later than 60 days after effective date of contract

**F.4.2.** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

**G.1.1** 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.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

**G.2.1.** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

**G.2.2.** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

**G.2.3.** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENTS**

#### **G.4.1 PAYMENTS ON COMPLETION OF SERVICES**

Unless otherwise specified in this contract, payments will be made monthly or upon partial completion of services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total work request hours.

#### **G.4.2 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES**

Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

#### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**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 THE QUICK PAYMENT ACT**

##### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least one percent (1%) per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

- 1) The date on which payment is due under the terms of the contract;
- 2) Not later than seven (7) calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

- 3) Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- 4) 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

**G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before the:

- 1) 3<sup>rd</sup> day after the required payment date for meat or a meat food product;
- 2) 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- 3) 15<sup>th</sup> day after any other required payment date.

**G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

## **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

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

**G.6.2.2** The Contractor must pay any 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 at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

- 1) 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- 2) 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- 3) 15<sup>th</sup> day after any other required payment date.

**G.6.2.3** 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.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

## **G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Contracting Officer (TBD)  
Office of the Attorney General  
Support Services Division/Procurement Unit  
441 4<sup>th</sup> Street NW, Suite 1100 South  
Washington, DC 20001

Email: [oag.businessopportunities@dc.gov](mailto:oag.businessopportunities@dc.gov)  
Phone: 202-727-3400  
Fax: 202-730-0484

## **C.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACT ADMINISTRATOR**

**G.9.1** The Contract Administrator (CA) is responsible for general administration of the contract and advising the Contracting Officer (CO) as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- 1) Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- 2) Coordinating site entry for Contractor personnel, if applicable;
- 3) Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- 4) Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- 5) Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, and equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

Chris Tonjes  
Chief Information Officer  
Office of the Attorney General  
441 4<sup>th</sup> Street NW, Suite 1100 South  
Washington, DC 20001  
Email: [chris.tonjes@dc.gov](mailto:chris.tonjes@dc.gov)  
Phone: (202) 741-0766  
Fax: 202-730-0484

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 COST REIMBURSEMENT CEILING**

G.10.1 Cost reimbursement ceilings for this contract are set forth in Section B.3, CLINs 0003, 1003, 2003, 3003 and 4003.

G.10.2 The Reimbursable Direct Costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.1, B.3.2, B.3.3, B.3.4 and B.3.5.

G.10.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

G.10.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

G.10.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

G.10.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides a revised cost reimbursement ceiling for performing this contract.

G.10.7 No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

G.10.8 If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

- G.10.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- G.10.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

## **G.11 HOURLY RATE CEILING**

- G.11.1 The ceilings for specified hourly rate items are set forth in Sections B.3 for the base and each option year.
- G.11.2 The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Section B.3.
- G.11.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.
- G.11.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- G.11.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- G.11.6 The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Section B.3, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- G.11.7 No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.11.8 If any hourly rate ceiling specified in Sections B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO

issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

- G.11.9 A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Section B.3, unless the change order specifically increases the hourly rate ceilings.

-----NOTHING FOLLOWS ON THIS PAGE-----

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by Wage Determination No. 2015-4281, Revision 11 dated July 3, 2018, 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.9. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise 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.3 PREGNANT WORKERS FAIRNESS**

**H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.3.2** The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable

accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

**H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
  - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
  - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

#### **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT (February 2012)**

**H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

**H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

**H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **Clause 14 of the SCP, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations that employ 50 employees or less.

## **H.6 SUBCONTRACTING REQUIREMENTS**

### **H.6.1 Mandatory Subcontracting Requirements**

- H.6.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.6.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.6.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.6.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.6.1.1 and H.6.1.2.
- H.6.1.4** Except as provided in H.6.1.5 and H.6.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.6.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.6.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.6.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **H.6.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.6.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

## **H.6.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

## **H.6.4 Subcontracting Plan Compliance Reporting**

**H.6.4.1** If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**H.6.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

### **H.6.5 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

### **H.6.6 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

### **H.6.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.6.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**H.6.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**H.6.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in Clause 8 of the SCP, **Default**.

## **H.7 FAIR CRIMINAL RECORD SCREENING**

- H.7.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.7.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.7.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.7.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.7.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;
  - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
  - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
  - (d) To employers that employ less than 11 employees.
- H.7.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

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

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

## **H.9 AUDITS AND RECORDS**

**H.9.1** 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.

**H.9.2 Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

**H.9.3 Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, 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 proposal for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

## **H.9.4 Comptroller General**

**H.9.4.1** The Comptroller General of the United States, 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 hereunder.

**H.9.4.2** This paragraph may not be construed to require the Contractor or 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.

**H.9.5 Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO 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.

**H.9.6 Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.9.1 through H.9.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this 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.

**H.9.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.9.7, 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 as discussed in H.9.5 of this clause.

## **H.8 DISTRICT RESPONSIBILITIES**

The District will supply sufficient office space to meet the needs of maintenance and operating personnel. Limited space is available for applications software support personnel, but provision for additional space can be made. If the contractor proposes to perform applications software support tasks remotely, the contractor shall maintain and utilize its own T-1 line or ISP provider at its expense. The District will supply all needed VPN connections to ensure secure communications.

## **H.9 CONTRACTOR RESPONSIBILITIES - CONTINUITY OF SERVICES**

**H.9.1** The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- a. Furnish phase-out, phase-in (transition) training; and
- b. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**H.9.2** The Contractor shall, upon the CO's written notice:

- a. Furnish phase-in, phase-out services for up to 90 days after this contract expires and;
- b. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

**H.9.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**H.9.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**H.9.5** Only in accordance with a modification issued by the CO, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The following Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated by reference as part of the contract:

1. *Covenant Against Contingent Fees*
2. *Shipping Instructions – Consignment*
3. *Patents*
4. *Quality*
5. *Inspection of Supplies*
6. *Inspection of Services*
7. *Waiver*
8. *Default*
9. *Indemnification*
10. *Transfer*
11. *Taxes*
12. *Appointment of Attorney*
13. *District Employees Not to Benefit*
14. *Disputes (DELETED – Replaced by I.4)*
15. *Changes (DELETED – Replaced by I.5)*
16. *Termination for Convenience of the District*
17. *Recovery of Debts Owed the District*
18. *Retention and Examination of Records*
19. *Non-Discrimination Clause (DELETED – Replaced by I.6)*
20. *Definitions*
21. *Health and Safety Standards*
22. *Appropriation of Funds*
23. *Buy American Act*
24. *Service Contract Act of 1965*
25. *Cost and Pricing Data (DELETED)*
26. *Multiyear Contracts*
27. *Termination of Contracts for Certain Crimes and Violations*
28. *Invoice Payment*
29. *Assignment of Contract Payments*
30. *The Quick Payment Act*
31. *Authorized Changes by the Contracting Officer (CO)*
32. *Contract Administrator*
33. *Publicity*
34. *Freedom of Information Act*
35. *51% District Residents New Hires and 1st Source Agreement (DELETED: Replaced by H.5)*
36. *Section 504 of the Rehabilitation Act of 1973, as amended*

37. *Americans with Disabilities Act of 1990 (ADA)*
38. *Way to Work Amendment Act of 2006*
39. *Contracts that Cross Fiscal Years*
40. *Confidentiality of Information*
41. *Time*
42. *Rights in Data (DELETED – Replaced by I.2)*
43. *Other Contractors*
44. *Subcontracts*
45. *Subcontracting Requirements*
46. *Equal Employment Opportunity*
47. *Contracts in Excess of One Million Dollars*
48. *Governing Law*

**The full text of the provisions above is available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.**

- I.2** Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

**RIGHTS IN DATA (January 2018)**

**A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

#### **B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

#### **C. Transfers or Assignments of Existing or Custom Products by the District**

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

#### **D. Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

#### **E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

#### **F. Indemnification and Limitation of Liability**

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights,

copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

### **I.3 INSURANCE**

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

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

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

Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with

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

- B. PRIMARY AND NONCONTRIBUTORY INSURANCE.** The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

and mailed to the Attention of:

Contracting Officer (TBD)  
Office of the Attorney General  
441 4<sup>th</sup> Street NW, Suite 1100 South  
Washington, DC 20001  
Phone: (202) 727-3400  
Email: oag.businessopportunities@dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

#### **I.4 DISPUTES**

Delete Article 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes, in its place:

#### **14. DISPUTES (April 2012)**

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

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iv) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
- (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## **I.5 CHANGES**

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for Use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

### **15. Changes (April 2012)**

- (a) The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
  - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within five (5) business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.

- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

## **I.6 NON-DISCRIMINATION CLAUSE**

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for Use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

### **19. Non-Discrimination Clause (September 2011)**

- (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, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (b) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the 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, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. 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, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. 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 paragraphs 19(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 paragraph 19(b) (2).
  - (5) The Contractor agrees to send to each labor union or representative of workers with which it 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 its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
  - (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District 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, i.e., paragraphs 19(b) (1) through (b) (9) of this clause, so that such provisions shall be binding upon each subcontractor.
  - (9) The Contractor shall take such action with respect to any subcontract as the CO 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 vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

**I.7 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 document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

-----NOTHING FOLLOWS ON THIS PAGE-----

**SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**I.** The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	<p>Government of the District of Columbia Standard Contract Provisions for Use with Supplies and Services Contracts (July 2010)</p> <p>(available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”)</p>
<b>J.2</b>	<p>Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85</p> <p>(available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”)</p>
<b>J.3</b>	<p>Department of Employment Services First Source Employment Agreement</p> <p>(available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”)</p>
<b>J.4</b>	<p>Way to Work Amendment Act of 2006 - Living Wage Notice</p> <p>(available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”)</p>
<b>J.5</b>	<p>Way to Work Amendment Act of 2006 - Living Wage Fact Sheet</p> <p>(available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”)</p>
<b>J.6</b>	<p>Tax Certification Affidavit</p> <p>(available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”)</p>
<b>J.7</b>	<p>Subcontracting Plan (if required by law)</p> <p>(available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”)</p>
<b>J.8</b>	<p>First Source Initial Employment Plan (if contract is \$300,000 or more)</p> <p>(available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”)</p>

**II.** The documents listed below are incorporated and attached to this solicitation:

<b>J.9</b>	U.S. Department of Labor Wage Determination No. 2015-4281, Revision 11 dated July 3, 2018 (11 pages)
<b>J.10</b>	Current CSSD Organization Chart (as of 8/7/2018)
<b>J.11</b>	Format for DCCSES Monthly Status Report (7 pages)
<b>J.12</b>	Bidder/Offeror Certification Form (3 pages)  Available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on "Required Solicitation Documents"

## **SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1** The Offeror shall complete and submit with its Offer the **Bidder/Offeror Certification Form (J.12)**, also available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

### **K.2 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)**

**K.2.1** Definitions. As used in this provision:

- a. **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- b. **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- c. **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- d. **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- e. **Employee:** means an employee of a contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.
- f. **Individual:** means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

**K.2.2** The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days’ performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor’s policy of maintaining a drug-free workplace;

- c. Any available drug counseling, rehabilitation, and employee assistance programs;  
and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.2.2(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.2.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:
- a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Notify the CO in writing within 10 days after receiving notice under section K.2.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.2.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- a. Take appropriate personnel action against such employee, up to and including termination; or
  - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.2.2(1) through K.2.2(6) of this clause.

**K.2.3** The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

**K.2.4** In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.2.2 or K.2.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1. CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 SELECTION OF NEGOTIATION PROCESS**

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR § 1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

### **L.2 PROPOSAL ORGANIZATION AND CONTENT**

**L.2.1** This solicitation will be conducted electronically. To be considered, an Offeror must complete the OFFER portion of the Solicitation, Offer and Award document, Sections A and B and submit along with the required attachments before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

**L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

**L.2.3** The Offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

**L.2.4** The Offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”

**L.2.5** Offerors are directed to the specific proposal evaluation criteria found in Section M.3 of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror’s response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals.

The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements as set forth in Section C. The proposal shall clearly demonstrate that the Offeror possesses the Corporate Experience, Technical Qualifications, and Project Management background required to successfully perform the services required in Section C.

- L.2.6** Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. (See Section K, Attachment J.12.)
- L.2.7** The District will reject any offer that fails to include a subcontracting plan that is required by law.

**L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the Offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

**L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.4.1 Proposal Submission**

- L.4.1.1** Proposals must be submitted to the OAG Business Opportunities Mailbox at [oag.businessopportunities@dc.gov](mailto:oag.businessopportunities@dc.gov) no later than the closing date and time set forth on page 1. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.
- L.4.1.2** Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.
- L.4.1.3** It is solely the Offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded to [oag.businessopportunities@dc.gov](mailto:oag.businessopportunities@dc.gov) before the closing time. **Offerors may use Microsoft Internet Explorer versions 6,**

**7, 8, 9, 10, or 11, Mozilla Firefox (esr 17 or esr 24), Safari (4 or 5), Mobile Safari (6 or 7), or Google Chrome 26 to upload the attachments.**

#### **L.4.1.4 Withdrawal or Modification of Proposals**

An Offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

#### **L.4.2 Late Proposals**

The District will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

#### **L.4.3 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question electronically to [oag.businessopportunities@dc.gov](mailto:oag.businessopportunities@dc.gov). The prospective Offeror should submit questions no later than **ten (10)** days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than **seven (7)** days before the date set for submission of proposals. The District will furnish responses via electronic mail. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

### **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this**

**proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).**"

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

## **L.7 PROPOSALS WITH OPTION YEARS**

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street NW., Suite 350 North, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

## **L.9 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

## **L.10 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

## **L.11 PROPOSAL COSTS**

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.



## **L.12 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.3 to the Contracting Officer specified in Section G.7

## **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation by one of the following methods: (a) By completing Items 8 and 15, and returning the amendment; (b) By acknowledging receipt of the amendment on each copy of the offer submitted; or (c) By separate letter or email that includes a reference to the solicitation and amendment number(s). The District must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

## **L.14 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked Offeror, or negotiate with the highest ranked Offeror in accordance with 27 DCMR § 1634.

## **L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

- L.15.1** Name, address, telephone number and federal tax identification number of Offeror;
- L.15.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.15.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.16 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

## **L.17 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

**L.17.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq.;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;

- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

**L.18 KEY PERSONNEL**

**L.18.1** The District considers all positions listed in Section C.7.4 to be key personnel for this contract.

**L.18.2** The Offeror shall set forth in its proposal the names and reporting relationships of the key personnel the Offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION FOR AWARD

**M.1.1** The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specific below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

**M.1.2** Each Offeror will be evaluated on its performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor. The District reserves the right to use past performance information obtained not only from sources identified by the Offeror, but from other customers known to the District, advocacy organizations, and others who may have useful and relevant information.

### M.2 TECHNICAL RATING

**M.2.1** The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the Offeror's total technical score will be determined by adding the Offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 TECHNICAL CRITERIA ( 80 Points Maximum)**

The technical rating criteria and weightings are as follows:

##### **M.3.1.1 Corporate experience**

M.3.1.1.1 The Offeror has demonstrated successful prior experience in systems development and maintenance for at least one Federally Certified State Child Support Enforcement System within the past three years;

M.3.1.1.2 The Offeror has demonstrated experience with current federal child support regulations and child support performance measures.

**Weighting: 30% (30 points maximum)**

##### **M.3.1.2 Team qualifications**

M.3.1.2.1 The Offeror has proposed a team with demonstrated experience with the technical platform;

M.3.1.2.2 The Offeror has proposed a team with demonstrated experience with and knowledge of child support enforcement systems and regulations;

M.3.1.2.3 The Offeror has proposed a team with demonstrated technical writing and documentation skills;

M.3.1.2.4 The Offeror has proposed a team with demonstrated communication skills and training skills.

**Weighting: 25% (25 points maximum)**

**M.3.1.3 Project management**

M.3.1.2.1 The Offeror has proposed one or more project managers with demonstrated experience with medium-to-large scale systems administration, especially for Federal and State functions, with experience with child support enforcement systems preferred, and

M.3.1.2.2 With demonstrated experience in coordinating system issues and requirements across multiple agencies and external stakeholders; and

M.3.1.2.3 Strong leadership and communication skills.

**Weighting: 25% (25 points maximum)**

**M.3.2 PRICE CRITERION ( 20 Points Maximum)**

The Offeror's total price for the base and option years will be converted to a price score as described below. Price is less important than the combined weight of the technical factors listed above.

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 20 = \text{Evaluated price score}$$

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2**

**(12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.

#### **M.4 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

#### **M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

##### **M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.5.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.5.3 Preferences for Certified Joint Ventures**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

**M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

**M.5.4.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street NW, Suite 850N  
Washington, DC 20001

**M.5.4.3** All interested businesses are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

WD 15-4281 (Rev.-11) was first posted on www.wdol.gov on 07/10/2018

\*\*\*\*\*

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

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

Daniel W. Simms                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2015-4281  
Revision No.: 11  
Date Of Revision: 07/03/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)

States: District of Columbia, Maryland, Virginia

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

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.64
01012 - Accounting Clerk II		20.91
01013 - Accounting Clerk III		23.40
01020 - Administrative Assistant		33.16
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.94
01042 - Customer Service Representative II		16.81
01043 - Customer Service Representative III		18.33
01051 - Data Entry Operator I		15.24
01052 - Data Entry Operator II		16.63
01060 - Dispatcher, Motor Vehicle		19.28
01070 - Document Preparation Clerk		17.55
01090 - Duplicating Machine Operator		17.55
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		16.54
01191 - Order Clerk I		15.29
01192 - Order Clerk II		16.68
01261 - Personnel Assistant (Employment) I		18.47
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.04
01270 - Production Control Clerk		25.39
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	17.24
01410 - Supply Technician	33.16
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.56
01531 - Travel Clerk I	16.28
01532 - Travel Clerk II	17.50
01533 - Travel Clerk III	18.79
01611 - Word Processor I	17.05
01612 - Word Processor II	19.13
01613 - Word Processor III	21.41
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
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	14.14
07041 - Cook I	15.88
07042 - Cook II	18.46
07070 - Dishwasher	11.79
07130 - Food Service Worker	11.62
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	11.30
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	10.58
11060 - Elevator Operator	12.97
11090 - Gardener	19.14
11122 - Housekeeping Aide	12.97
11150 - Janitor	12.97
11210 - Laborer, Grounds Maintenance	14.28
11240 - Maid or Houseman	12.23
11260 - Pruner	12.66
11270 - Tractor Operator	17.51
11330 - Trail Maintenance Worker	14.28
11360 - Window Cleaner	14.63
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.49
12012 - Certified Occupational Therapist Assistant	30.76
12015 - Certified Physical Therapist Assistant	27.29

12020 - Dental Assistant	21.50
12025 - Dental Hygienist	45.97
12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	17.58
12130 - Medical Laboratory Technician	20.88
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.67
12210 - Nuclear Medicine Technologist	39.79
12221 - Nursing Assistant I	11.75
12222 - Nursing Assistant II	13.22
12223 - Nursing Assistant III	14.42
12224 - Nursing Assistant IV	16.18
12235 - Optical Dispenser	21.60
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	18.41
12305 - Radiologic Technologist	34.20
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)	28.49
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.07
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	33.44
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	38.38
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	34.67
13058 - Library Technician	20.89
13061 - Media Specialist I	24.93
13062 - Media Specialist II	27.90
13063 - Media Specialist III	31.10
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
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	25.72
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		38.69
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		38.30
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		32.35
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.84
15086 - Maintenance Test Pilot, Rotary Wing		48.84
15088 - Non-Maintenance Test/Co-Pilot		48.84
15090 - Technical Instructor		29.27
15095 - Technical Instructor/Course Developer		35.79
15110 - Test Proctor		23.62
15120 - Tutor		23.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.55
16030 - Counter Attendant		12.55
16040 - Dry Cleaner		16.13
16070 - Finisher, Flatwork, Machine		12.55
16090 - Presser, Hand		12.55
16110 - Presser, Machine, Drycleaning		12.55
16130 - Presser, Machine, Shirts		12.55
16160 - Presser, Machine, Wearing Apparel, Laundry		12.55
16190 - Sewing Machine Operator		17.28
16220 - Tailor		18.26
16250 - Washer, Machine		13.76
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.18
19040 - Tool And Die Maker		31.12
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.64
21030 - Material Coordinator		25.39
21040 - Material Expediter		25.39
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		19.64
21110 - Shipping Packer		18.05
21130 - Shipping/Receiving Clerk		18.05
21140 - Store Worker I		13.32
21150 - Stock Clerk		18.40
21210 - Tools And Parts Attendant		19.64
21410 - Warehouse Specialist		19.64
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		36.21
23019 - Aircraft Logs and Records Technician		26.30
23021 - Aircraft Mechanic I		34.38
23022 - Aircraft Mechanic II		36.21
23023 - Aircraft Mechanic III		37.97
23040 - Aircraft Mechanic Helper		23.34
23050 - Aircraft, Painter		32.91
23060 - Aircraft Servicer		26.30
23070 - Aircraft Survival Flight Equipment Technician		32.91

23080 - Aircraft Worker	27.96
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.96
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.38
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.90
23125 - Cable Splicer	34.63
23130 - Carpenter, Maintenance	22.56
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	30.70
23182 - Electronics Technician Maintenance II	32.60
23183 - Electronics Technician Maintenance III	34.33
23260 - Fabric Worker	23.31
23290 - Fire Alarm System Mechanic	24.20
23310 - Fire Extinguisher Repairer	21.47
23311 - Fuel Distribution System Mechanic	30.36
23312 - Fuel Distribution System Operator	25.56
23370 - General Maintenance Worker	21.46
23380 - Ground Support Equipment Mechanic	34.38
23381 - Ground Support Equipment Servicer	26.30
23382 - Ground Support Equipment Worker	27.96
23391 - Gunsmith I	21.47
23392 - Gunsmith II	24.96
23393 - Gunsmith III	27.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.90
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.44
23430 - Heavy Equipment Mechanic	28.13
23440 - Heavy Equipment Operator	23.36
23460 - Instrument Mechanic	30.07
23465 - Laboratory/Shelter Mechanic	26.51
23470 - Laborer	14.98
23510 - Locksmith	25.89
23530 - Machinery Maintenance Mechanic	28.23
23550 - Machinist, Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	30.07
23592 - Metrology Technician II	31.67
23593 - Metrology Technician III	33.21
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	28.47
23810 - Plumber, Maintenance	27.04
23820 - Pneudraulic Systems Mechanic	27.91
23850 - Rigger	28.23
23870 - Scale Mechanic	24.96
23890 - Sheet-Metal Worker, Maintenance	26.00
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	33.62
23960 - Welder, Combination, Maintenance	24.34
23965 - Well Driller	22.91
23970 - Woodcraft Worker	27.91
23980 - Woodworker	21.47
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05

24570 - Child Care Attendant	13.12
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	12.23
24620 - Family Readiness And Support Services Coordinator	20.05
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.55
25040 - Sewage Plant Operator	25.77
25070 - Stationary Engineer	33.55
25190 - Ventilation Equipment Tender	23.62
25210 - Water Treatment Plant Operator	25.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83
27007 - Baggage Inspector	16.69
27008 - Corrections Officer	26.12
27010 - Court Security Officer	27.08
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	26.12
27070 - Firefighter	28.10
27101 - Guard I	16.69
27102 - Guard II	20.57
27131 - Police Officer I	30.28
27132 - Police Officer II	33.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.27
28210 - Gate Attendant/Gate Tender	15.74
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.62
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.78
29020 - Hatch Tender	30.78
29030 - Line Handler	30.78
29041 - Stevedore I	28.36
29042 - Stevedore II	32.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.40
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.23
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.19
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
30051 - Cryogenic Technician I	27.38
30052 - Cryogenic Technician II	30.24
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	27.93
30095 - Evidence Control Specialist	24.72
30210 - Laboratory Technician	25.68
30221 - Latent Fingerprint Technician I	34.60
30222 - Latent Fingerprint Technician II	38.22
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
30375 - Petroleum Supply Specialist	30.24
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	30.24
30461 - Technical Writer I	26.33
30462 - Technical Writer II	32.20
30463 - Technical Writer III	38.97
30491 - Unexploded Ordnance (UXO) Technician I	26.94
30492 - Unexploded Ordnance (UXO) Technician II	32.60
30493 - Unexploded Ordnance (UXO) Technician III	39.07
30494 - Unexploded (UXO) Safety Escort	26.94
30495 - Unexploded (UXO) Sweep Personnel	26.94
30501 - Weather Forecaster I	27.71
30502 - Weather Forecaster II	33.71
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	
31010 - Airplane Pilot	32.60
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	11.90
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	14.23
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	21.38
31364 - Truckdriver, Tractor-Trailer	21.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.89
99030 - Cashier	10.85
99050 - Desk Clerk	13.03
99095 - Embalmer	30.69
99130 - Flight Follower	26.94
99251 - Laboratory Animal Caretaker I	13.24
99252 - Laboratory Animal Caretaker II	14.47
99260 - Marketing Analyst	35.01
99310 - Mortician	34.10
99410 - Pest Controller	18.70
99510 - Photofinishing Worker	13.50
99710 - Recycling Laborer	20.25
99711 - Recycling Specialist	24.84
99730 - Refuse Collector	17.96
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	26.89
99831 - Surveying Aide	16.71
99832 - Surveying Technician	25.55
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

99842 - Vending Machine Repairer Helper

15.48

---

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

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

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

HOLIDAYS: A minimum of 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 4.174)

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 re-grading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

following standards as compliance:

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

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

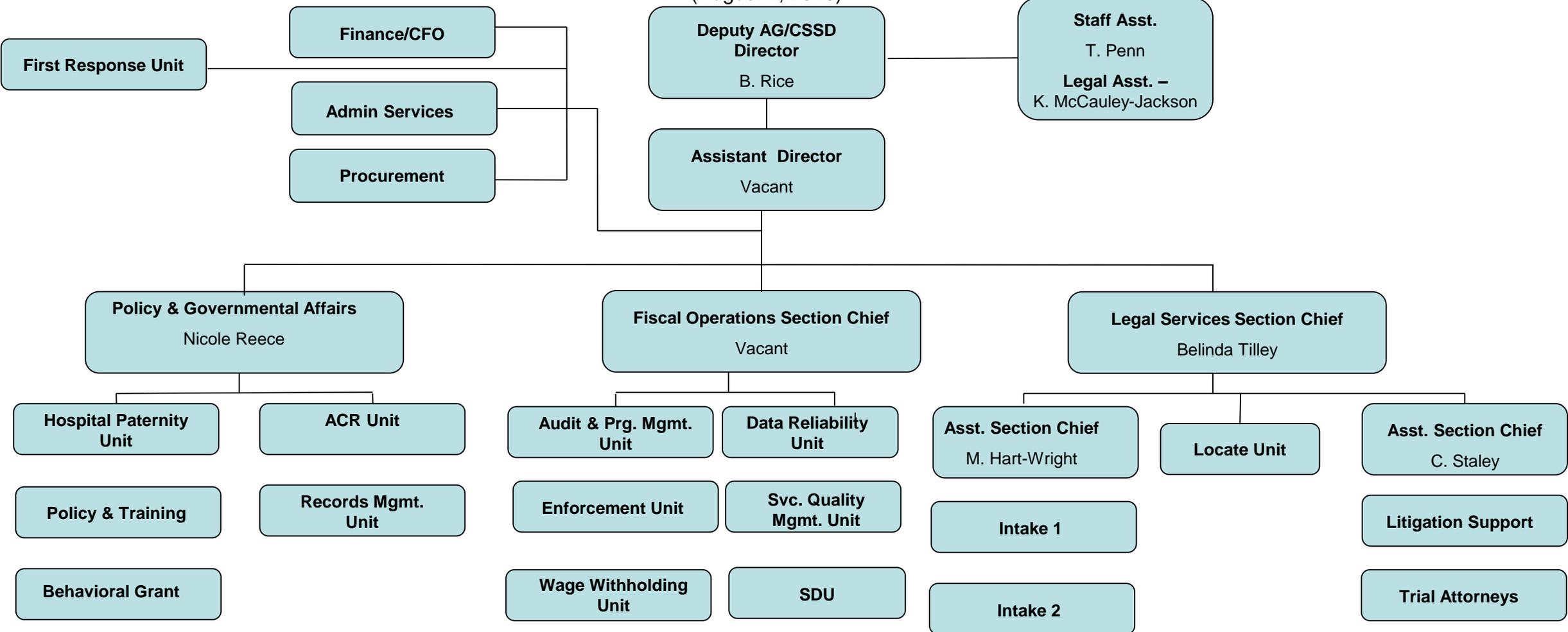
6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

# CSSD Organization Chart

(August 7, 2018)



**BIDDER/OFFEROR CERTIFICATION FORM**

<b>COMPLETION</b>			
The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.			
<b>RESPONSES</b>			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.			
<b>GENERAL INSTRUCTIONS</b>			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to Domestic Preferences (if applicable); and Section IV requires the bidder's/offeror's signature.			
<b>SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATIONS</b>			
<i>Instructions for Section I: Section I contains seven (7) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
<b>PART 1: BIDDER/OFFEROR INFORMATION</b>			
Legal Business Entity Name:		Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code):		Telephone # and ext.:	Fax #:
Email Address:		Website:	
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 type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____ Country _____			
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			
<b>PART 2: INDIVIDUAL RESPONSIBILITY</b>			
<i>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).</i>			
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/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 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 type="checkbox"/> No
2.3 Been proposed for suspension or debarment?			<input type="checkbox"/> Yes <input 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 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 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 type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2.			
<b>PART 3: BUSINESS RESPONSIBILITY</b>			
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 type="checkbox"/> No
3.2 Been proposed for suspension or debarment?			<input type="checkbox"/> Yes <input 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 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 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 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 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 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 type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.	
<b>PART 4: CERTIFICATES AND LICENSES</b>	
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 type="checkbox"/> No
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.	
<b>PART 5: LEGAL PROCEEDINGS</b>	
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 type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input 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 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 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 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 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 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 type="checkbox"/> No
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 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 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 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: FREEDOM OF INFORMATION ACT (FOIA)</b>	
7.1 Indicate whether the bidder/offeror 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.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS</b>	
<i>Instructions for Section II: Section II contains seven (7) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity and human rights requirements. Part 4 relates to First Source Act requirements. Part 5 relates to employment eligibility requirements. Part 6 relates to Language Access Act requirements. Part 7 relates to conflicts of interest.</i>	
<b>PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT</b>	
1.1 The bidder/offeror certifies that no officer or employee of the District of Columbia will benefit from this contract. List the name(s) of any officer or employee of the District of Columbia that may benefit from this contract in section 1.2 below.	

1.2 The following officer or employee of the District of Columbia may benefit from this contract.

(a) \_\_\_\_\_

(b) \_\_\_\_\_

**PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS**

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

- (a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:
  - (i) Those prices;
  - (ii) The intention to submit a bid/proposal; or
  - (iii) The methods or factors used to calculate the prices in the contract.
- (b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and
- (c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 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/offeror'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:

\_\_\_\_\_  
*[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]*

- (i) As an authorized agent, certifies that the 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/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

**PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS**

3.1 The bidder/offeror certifies that it is fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313, and the Office of Human Rights' regulations in Chapter 11 of title 4 of the DCMR, and agrees to comply with them while performing this contract.

**PART 4: FIRST SOURCE OBLIGATIONS**

4.1 The bidder/offeror certifies that it is fully aware of the requirements of the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*, and agrees 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.

**PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS**

5.1 The bidder/offeror certifies that it has verified the identity and employment eligibility of all of its employees.

**PART 6: LANGUAGE ACCESS OBLIGATIONS**

6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Official Code § 2-1931(2) and § 2-1931(3)), the bidder/offeror certifies that it will comply with Language Access compliance requirements of the contracting agency while performing this contract.

**PART 7: CONFLICTS OF INTEREST**

7.1 The bidder/offeror certifies 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 obligations under the contract.

**SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS**

*Instructions for Section III: Section III contains three (3) parts which should only be completed only as applicable.*

**PART 1: BUY AMERICAN ACT COMPLIANCE (Applies if the bidder/offeror will provide goods to the District that are subject to the requirements of the Buy American Act)**

1.1 In accordance with 41 USC 8301 *et. seq.* and implementing regulations, the bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product.  Yes  No

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

**PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts)**

2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project.  Yes  No

**PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)**

3.1 In accordance with 41 USC 8301 *et. seq.* and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project.  Yes  No

**SECTION IV. CERTIFICATION**

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

I, [ \_\_\_\_\_ ], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.

Name [Print and sign]: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Date: \_\_\_\_\_ Contract No: \_\_\_\_\_

*The District of Columbia is 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 180 days, or both, as prescribed in D.C. Official Code § 22-2405. 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 § 22-2404.*

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Other
------------------------------	-----------------------------	--------------------------------

**Compatibility Report for EXPERIMENTBidder-Offeror Certification Form  
081312.xls  
Run on 9/19/2012 16:34**

The following features in this workbook are not supported by earlier versions of Excel. These features may be lost or degraded when opening this workbook in an earlier version of Excel or if you save this workbook in an earlier file format.

**Minor loss of fidelity**

**# of occurrences**

---

This workbook contains worksheets that have even page or first page headers and footers. These page headers and footers cannot be displayed in earlier versions of Excel.

---

1

**Version**

Excel 97-2003
---------------

**DCCSES MONTHLY STATUS REPORT  
ATTACHMENT J.11  
RFP DCCB-2018-R-0019**

	As of 5/30/2018	As of 7/23/2018	As of 7/23/2018
Project Type	Originally Planned WRs	Withdrawn WRs	Completed WRs
DCCSES			
Special Projects			
PDN's			
User Support			
Total # of WRs			
Total Hours			

**DCCSES MONTHLY STATUS REPORT  
ATTACHMENT J.11  
RFP DCCB-2018-R-0019**

Project Type	Spec #	WR #	Priority Value	Priority Level	Risk Rating	WR Project Title	Initial Estimated Hours	WR- Requested By	Auctor Business Analyst	Auctor Developer
DCCSES										
CSSD Special Project										
PDN										
User Support										

**Total Planned Hours for September Release Cycle = "Release Cycle Capacity"**

**Total Hours (as of current date) =**

**DCCSES MONTHLY STATUS REPORT**  
**ATTACHMENT J.11**  
**RFP DCCB-2018-R-0019**

Alt/QC or QC Required	Verification Required	UAT Required	Performance Measure	Comments



DCCSES MONTHLY STATUS REPORT

ATTACHMENT J.11

RFP DCCB-2018-R-0019

Date	Project Type	Spec #	WR #	Priority	Initial Estimated Hours	WR Project Title	Requestor	Status	Explanation on Status

Total Hours for "At Risk" WRs =

Total Hours for "No-Go" WRs =

DCCSES MONTHLY STATUS REPORT  
ATTACHMENT J.11  
RFP DCCB-2018-R-0019

Date	Project Type	Spec #	WR #	Priority	Initial Estimated Hours	WR Project Title	Requestor	Status	Explanation on Status	Reason for No-Go

Total Hours for No-Go WRs =

**DCCSES MONTHLY STATUS REPORT  
ATTACHMENT J.11  
RFP DCCB-2018-R-0019**

Date Withdrawn	Project Type	Spec #	WR #	Priority	Initial Estimated Hours	WR Project Title	WR Requested By	WR Withdrawal Requestor	Reason for WR Withdrawal	Withdrawn After "Planned" Release by CSSD	Withdrawn After "Planned" Release by Auctor

**Total Hours for Withdrawn WRs =**

