

|   |  |                             |  |  |    |
|---|--|-----------------------------|--|--|----|
| <b>SOLICITATION, OFFER, AND AWARD</b><br> Government of the District of Columbia |  | 1. Caption                  |  | Page of Pages  |    |
|   |  | New Hire Reporting Services |  | 1  | 58 |
| 2. Contract Number  |  | 3. Solicitation Number      |  | 4. Type of Solicitation  |    |
|   |  | DCCB-2020-Q-0015            |  | Sealed Bid (IFB)<br>Sealed Proposals(RFP)<br><input checked="" type="checkbox"/> Other   |    |
|   |  |                             |  | 5. Date Issued   |    |
|   |  |                             |  | 3/06/2020  |    |
|   |  |                             |  | 6. Type of Market  |    |
|   |  |                             |  | <input checked="" type="checkbox"/> Open<br><input type="checkbox"/> Set Aside<br><input type="checkbox"/> Open with Sub-Contracting Set Aside |    |
| 7. Issued By:   |  |                             |  | 8. Address Offer to:   |    |
| Office of the Attorney General<br>Support Services Division/Procurement Unit<br>441 Fourth Street NW, Suite 1100 South<br>Washington, DC 20001                    |  |                             |  | OAG.businessopportunities@dc.gov   |    |

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 **March 27, 2020.**

CAUTION: Late Submissions, Modifications 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 730-0484 |  | <a href="mailto:Janice.Watson@dc.gov">Janice.Watson@dc.gov</a> |

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### OFFER

12. The undersigned agrees, if this offer is accepted within 150 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   |          | 10 Calendar days % | 20 Calendar days %  | 30 Calendar days % | _____ 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  |          |                    | 17. Signature   |                    | 18. Offer Date        |
| (Area Code)   | (Number) | (Ext)              | <input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G |                    |                       |

### 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: SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The Office of the Attorney General for the District of Columbia, Child Support Services Division, collectively the “District,” is seeking the services of a Contractor to operate and manage the District’s New Hire Reporting Program as set forth in Section C.

**B.2** The District contemplates award of a firm-fixed price contract. Prices shall be inclusive of all costs associated with providing the required services, including, but not limited to labor, material, overhead, general and administrative costs and profit.

**B.3 PRICE SCHEDULE**

**B.3.1 BASE YEAR**

| CLIN | DESCRIPTION  | QUANTITY | UNIT   | UNIT PRICE | TOTAL AMOUNT |
|------|--|----------|--------|------------|--------------|
| 0001 | District’s New Hire Reporting Program Services as described in the Statement of Work, Section C. | 12       | Months | \$ _____   | \$ _____     |

**BASE YEAR ESTIMATED AMOUNT:** \$ \_\_\_\_\_

**B.3.2 OPTION YEAR ONE**

| CLIN | DESCRIPTION  | QUANTITY | UNIT   | UNIT PRICE | TOTAL AMOUNT |
|------|--|----------|--------|------------|--------------|
| 1001 | District’s New Hire Reporting Program Services as described in the Statement of Work, Section C. | 12       | Months | \$ _____   | \$ _____     |

**OPTION YEAR ONE ESTIMATED AMOUNT:** \$ \_\_\_\_\_

**B.3.3 OPTION YEAR TWO**

| CLIN | DESCRIPTION  | QUANTITY | UNIT   | UNIT PRICE | TOTAL AMOUNT |
|------|--|----------|--------|------------|--------------|
| 2001 | District's New Hire Reporting Program Services as described in the Statement of Work, Section C. | 12       | Months | \$ _____   | \$ _____     |

**OPTION YEAR TWO ESTIMATED AMOUNT:** \$ \_\_\_\_\_

**B.3.4 OPTION YEAR THREE**

| CLIN | DESCRIPTION  | QUANTITY | UNIT   | UNIT PRICE | TOTAL AMOUNT |
|------|--|----------|--------|------------|--------------|
| 3001 | District's New Hire Reporting Program Services as described in the Statement of Work, Section C. | 12       | Months | \$ _____   | \$ _____     |

**OPTION YEAR THREE ESTIMATED AMOUNT:** \$ \_\_\_\_\_

**B.3.5 OPTION YEAR FOUR**

| CLIN | DESCRIPTION  | QUANTITY | UNIT   | UNIT PRICE | TOTAL AMOUNT |
|------|--|----------|--------|------------|--------------|
| 4001 | District's New Hire Reporting Program Services as described in the Statement of Work, Section C. | 12       | Months | \$ _____   | \$ _____     |

**OPTION YEAR FOUR ESTIMATED AMOUNT:** \$ \_\_\_\_\_

**TOTAL ESTIMATED AMOUNT FOR BASE AND FOUR OPTION YEARS:**

\$ \_\_\_\_\_

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

**C.1 SCOPE:**

The Office of the Attorney General (OAG) for the District of Columbia, Child Support Services Division (CSSD), requires the services of a contractor to manage the District’s New Hire Reporting Program (the Program) pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PPRWORA), approved August 5, 1997 (Public Law 104-193; 110 Stat. 2105) § 453A, which mandates that each State establish an automated directory which contains information supplied by employers on each Newly Hired Employee.

**C.1.1 APPLICABLE DOCUMENTS**

The following documents are applicable to this procurement and are hereby incorporated by this reference. The Contractor shall provide services in accordance with the applicable laws and regulations listed below and any revisions or updates issued during the term of the contract.

| Document No. | Document Type               | Section   | Version     |
|--------------|-----------------------------|---|-------------|
| 1            | Code of Federal Regulations | 45 CFR § 303.108 - Public Welfare Subtitle B--Regulations Relating to Public Welfare<br><a href="#">Office of Child Support Enforcement (Child Support Enforcement Program), Administration for Children and Families, Department of Health and Human Services</a>  | Most Recent |
| 2            | United States Code          | 42 USC §653a - Public Health and Welfare Chapter 7--Social Security Subchapter iv--grants to states for aid and services to needy families with children and for child-welfare services, Part D--Child Support and Establishment of Paternity, Sec. 653a. State Directory of New Hires  | Most Recent |
| 3            | D.C. Official Code          | § 46-226.06 Domestic Relations Subtitle I. General hyperlink; Chapter 2. Child Support and Medical Support Enforcement hyperlink; Subchapter I. Child Support Enforcement hyperlink; and finally follow § 46-226.06. Directory of New Hires hyperlink)<br><a href="https://code.dccouncil.us/dc/council/code/sections/46-226.06.html#">https://code.dccouncil.us/dc/council/code/sections/46-226.06.html#</a> | Most Recent |

| Document No. | Document Type      | Section   | Version     |
|--------------|--------------------|---|-------------|
| 4            | United States Code | Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), approved August 5, 1997 (Public Law 104-193; 110 Stat. 2105) § 453A   | Most Recent |
| 5            | United States Code | Chapter 24 of the Internal Revenue Code of 1986, approved August 16, 1954 (68A Stat. 455; 26 U.S.C. § 3401 et. seq),<br><a href="http://www.taxalmanac.org/index.php/Internal_Revenue_Code:Sec.3401_Definitions">http://www.taxalmanac.org/index.php/Internal_Revenue_Code:Sec.3401_Definitions</a> | Most Recent |
| 6            | United States Code | § 2(5) of the National Labor Relations Act, approved July 5, 1935 (49 Stat. 450, 29 U.S.C. § 152(5))<br><a href="http://www.nlr.gov/about_us/overview/national_labor_relations_act.aspx">http://www.nlr.gov/about_us/overview/national_labor_relations_act.aspx</a>                                 | Most Recent |
| 7            | United States Code | Title IV-D of the Social Security Act, 42 U.S.C. § 651, et seq,<br><a href="http://www.ssa.gov/OP_Home/ssact/title04/0400.htm">http://www.ssa.gov/OP_Home/ssact/title04/0400.htm</a>  | Most Recent |

## C.2 DEFINITIONS

- C.2.1 Custodial Parent (CP):** The natural or adoptive parent, legal guardian, grantee, caretaker, relative, or other person who has physical custody of a child.
- C.2.2 CyberFusion:** CyberFusion Integration Suite is a managed file transfer solution that provides a single point of control for all file transfer activity inside and outside the extended enterprise. This is the District’s transmission method to the Federal Office of Child Support Enforcement (OCSE).
- C.2.3 Double-entry Verification:** Verification to reduce redundancy and keystroke errors, i.e. if a social security number exists in the database, the employee name and address automatically populates the screen. If the employee’s name and address match with what is on the record, the operator does not need to data enter the employee’s name and address.
- C.2.4 Duplicate Record:** Record containing the identical New Hire Data received.
- C.2.5 Employee:** An individual who is an employee within the meaning of chapter 24 of the Internal Revenue Code of 1986, but does not include an employee of a Federal or State agency performing intelligence or counterintelligence functions, if the head of such agency has determined that reporting information concerning this employee could endanger his/her safety or compromise an ongoing investigation or intelligence mission.

- C.2.6 Employer:** The meaning given to the term in § 3401(d) of the Internal Revenue Code of 1986, approved August 16, 1954 (68A Stat. 457; 26 U.S.C. § 3401(d)), and includes any governmental entity and any labor organization, as defined under § 2(5) of the National Labor Relations Act, approved July 5, 1935 (49 Stat. 450, 29 U.S.C. § 152(5)), including a hiring hall.
- C.2.7 Expanded Federal Parent Locator Service (FPLS):** Computerized network of information established and operated by the federal government through which states may request information from federal and state agencies to find NCPs and/or their employers for purposes of establishing paternity and securing support.
- C.2.8 Federal Case Registry (FCR):** A national database of information on individuals in all IV-D cases, and all non IV-D orders entered or modified on or after October 1, 1998. The FCR receives case information on a daily basis from the State Case Registry (SCR) located in every state, and proactively matches it with previous submissions to the FCR and with employment information contained in the National Directory of New Hires (NDNH). Any successful matches are returned to the appropriate state(s) for processing. The FCR is part of the Expanded FPLS, which is maintained by OCSE.
- C.2.9 Federal Employer Identification Number (FEIN):** Employer identification number issued to the employer under § 6109 of the Internal Revenue Code of 1986, approved October 22, 1986 (75 Stat. 828; 26 U.S.C. § 6109)
- C.2.10 File Transfer Protocol (FTP):** Client-server protocol, which allows a user on one computer to transfer files to and from another computer over a TCP/IP network.
- C.2.11 IV-D:** Title IV-D of the Social Security Act, 42 U.S.C. § 651, *et seq.*, which required each State to create a program to locate non-custodial parents, establish paternity, establish and enforce child support obligations, and collect and distribute support payments.
- C.2.12 IV-D Agency:** The Government of the District of Columbia, Office of the Attorney General, Child Support Services Division (CSSD).
- C.2.13 National Directory of New Hires (NDNH):** A national database containing New Hire (NH) and Quarterly Wage (QW) Data from every state and federal agency and unemployment insurance data from state employment services agencies. Data contained is first reported to each state's State Directory of New Hires (SDNH) and then transmitted to the NDNH where the data supplied by diverse states is collated and matched.
- C.2.14 New Hire Data:** Data on a new employee that employers shall submit within twenty (20) days of hire to the State Directory of New Hires (SDNH) in the state in which they conduct business. This data is then submitted to the NDNH where it is compared against child support order information contained in the FCR for possible enforcement of child support obligations by wage garnishment. New Hire Data may also be utilized at the state level to find New Hires that have been receiving unemployment or other public benefits for which they are no longer entitled.

- C.2.15 New Hire Record (Record):** New Hire information for a specific employee contained on a New Hire Report.
- C.2.16 New Hire Report (Report):** Listing of New Hire Records provided by an employer, which contains one (1) or more Records.
- C.2.17 New Hire Reporting:** Program requiring all employers to report Newly Hired Employees to the SDNH in their state. This data is then submitted to the NDNH where it is compared against child support order information contained in the FCR for possible enforcement of child support obligations by wage garnishment.
- C.2.18 Newly Hired Employee:** An employee who has not previously been employed by the employer, or who was previously employed by the employer but has been separated from such prior employment for at least sixty (60) consecutive days.
- C.2.19 Non-Custodial Parent (NCP):** The person who is obligated by a support order and does not have primary legal custody of a/the child (ren).
- C.2.20 OCSE:** Federal Office of Child Support Enforcement.
- C.2.21 Order:** Command or direction of an administrative or judicial officer, which may include establishing paternity or obligation and debt for support.
- C.2.22 PRWORA:** The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 105-193.
- C.2.23 Quarterly Wage (QW) Data:** Data on all employees that shall be submitted by employers on a quarterly basis to the employment services agency in the state in which they operate. This data is then submitted to the NDNH. This data is then compared against child support order information contained in the FCR for possible enforcement of child support obligations by wage garnishment.
- C.2.24 State Case Registry (SCR):** A database maintained by each state that contains information on individuals in all IV-D cases and non IV-D cases established or modified after October 1, 1998.
- C.2.25 State Directory of New Hires (SDNH):** A database maintained by each state, which contains information regarding Newly Hired Employees for the respective state. This data is then transmitted to the NDNH, where it is compared to the employment data from other states, in addition to the child support data found in the FCR. Any matches found are returned to the appropriate state for processing. In the District of Columbia, the SDNH is referred to as the District of Columbia Directory of New Hires and CSSD is responsible for managing such directory and operating the District's New Hire Reporting Program.

### **C.3 BACKGROUND:**

#### **C.3.1 OFFICE OF THE ATTORNEY GENERAL (OAG)**

The Office of the Attorney General (OAG) is the chief legal office of the District of Columbia. The Office enforces the laws for the District, defends and provides legal advice to the District's government agencies, and protects the interests of the District's citizens. OAG's goal is to be the nation's most effective and respected public law office. CSSD is the division within OAG responsible for child support related matters.

#### **C.3.2 CHILD SUPPORT SERVICES DIVISION (CSSD)**

As the administrator of the District's child support program, CSSD assists families by locating non-custodial parents, establishing paternity, establishing child support and medical support orders in the Family Court, and enforcing these orders through a variety of judicial and administrative means. The Division handles both local and interstate matters. The Division works with all custodial parents who request services, helping families who receive public benefits to achieve self-sufficiency, and enhancing the economic well-being of the District's children.

#### **C.3.3 DISTRICT OF COLUMBIA CHILD SUPPORT SERVICES PROGRAM**

The Child Support Services Program, established by Congress in 1975 as Title IV-D of the Social Security Act (IV-D), mandates that states enact laws and carry out required functions to ensure that legally responsible persons, to the best of their ability, contribute toward the support of their children. The program is committed to enforcement of support obligations both for children in families receiving welfare, Temporary Assistance to Needy Families (TANF), which provides relief to taxpayers by reducing welfare costs, and also to children in non-welfare families, regardless of family income level. Child support aids such families in avoiding future dependence on welfare. Child support collected on behalf of current TANF families is shared by the Federal and District governments to reimburse those governments for TANF public assistance payments previously made to the family. In certain circumstances, this is also true of families receiving Medicaid. Child support collected for former- and never-TANF families is distributed directly to these families to help them remain self-sufficient.

**C.3.4** PRWORA established the NDNH and mandated each State to set up a SDNH. PRWORA also required employers to send New Hire Reports to their respective SDNH. In the District of Columbia, the SDNH is referred to as the District of Columbia Directory of New Hires and CSSD is responsible for maintaining this directory and executing responsibilities associated therewith, including performing employer outreach to increase employer compliance with New Hire Reporting requirements.

### **C.4 REQUIREMENTS**

#### **C.4.1 PROCESSING NEW HIRE RECORDS AND REPORTS**

##### **C.4.1.1 Acceptable Formats and Means of Delivery**

The Contractor shall accept New Hire Records and New Hire Reports transmitted by or provided by an employer in any of the following formats:

- C.4.1.1.1** Paper – The Contractor shall accept W-4 forms or any written report that includes all required data elements, i.e. lists and reporting forms.
- C.4.1.1.2** Facsimile – The Contractor shall provide a twenty-four (24) hour and seven (7) days a week toll free phone line that all employers may use to fax their Reports. The Contractor shall ensure that employers do not connect to a busy or no answer signal when attempting to send a facsimile. Facsimile stations shall be attached to plain paper printers or file servers/copy machines providing fax-back capability for returning incomplete reports and reporting instructions, report forms, transmittal notices, and other forms of data.
- C.4.1.1.3** Diskette – The Contractor shall accept 5 ¼ and 3.5 diskettes with American Standard Code for Information Interchange (ASCII) delineated files.
- C.4.1.1.4** Tape – The Contractor shall be able to accept IBM standard labeled tape cartridges (3480 18 track) and reels (9 track; 6250 bits per inch (BPI) density). Both Extended Binary-Coded Decimal Interchange Code (EBCDIC) and ASCII format character sets shall be accepted.
- C.4.1.1.5** Electronic File Transfer – The Contractor shall provide the employers a phone number and procedures to transmit the Reports via modem and dial-up line. Reports transmitted via modem shall be written to files on a communications server and transferred to the District of Columbia Directory of New Hires database via a routine that reads and edits the data within five (5) business days of receipt. The Contractor shall reject electronically transferred files which require manual data entry and cannot be processed as described above.
- C.4.1.1.6** Internet – The Contractor shall use the existing CSSD New Hire Reporting website for Internet reporting. Employers shall be able to establish a secure account and password exclusively for their company, log on and input New Hire data for each employee, and finally print confirmation that the data entered has been accepted.
- C.4.1.1.7** File Transfer Protocol – The Contractor shall provide employers with the option to report via File Transfer Protocol (FTP) and provide employers with any necessary procedures for so doing.
- C.4.1.1.8** Interactive Voice Response (IVR) System – The Contractor shall provide employers with the option to report New Hire Data via phone using automated IVR technology, in which Contractor provides a toll-free number that is accessible twenty-four (24) hours a day, seven (7) days a week. The IVR system shall provide automated instructions on how to report New Hire Data via phone, disseminate information to callers regarding New Hire Reporting requirements, interface with facsimile technology to enable callers to request and receive reporting forms and instructions via fax, forward callers to a live data entry operator and customer service representative during normal business hours

(Mondays through Fridays, 8:00AM -5:00PM, except District recognized holidays), and allow callers to leave a message on a voicemail system outside of normal business hours and on holidays to receive a return call the next business day. The script and menu levels are subject to the District's approval.

#### **C.4.1.2 Required and Optional Data**

**C.4.1.2.1** The Contractor shall only accept Reports that contain **all** of the following information for each Record:

- 1) Name of the employee;
- 2) Address of the employee;
- 3) Social security number of the employee;
- 4) Name of the employer;
- 5) Address of the employer
- 6) Employer identification number issued to the employer under section 6109 of the Internal Revenue Code of 1986, approved October 22, 1986 (75 Stat. 828; 26 U.S.C. § 6109); and
- 7) Date of hire of the employee, defined as the first day that the employee performed services for compensation.

**C.4.1.2.2** In addition to the required information set forth in Section C.4.1.2.1 above, the Contractor shall encourage employers to report the following information as well:

- 1) Name of an employer contact person;
- 2) Telephone number of an employer contact person;
- 3) Availability of medical insurance coverage for the employee and the date on which the employee became or shall become eligible for the coverage, if appropriate;
- 4) Date of birth of the employee; and
- 5) Employee's salary, wages, or other compensation.

**C.4.1.2.3** Within five (5) business days of the Contractor receiving an acceptable report from an employer, the Contractor shall enter information contained in the report into the database of the District of Columbia Directory of New Hires.

#### **C.4.1.3 Unacceptable New Record Reports and Records**

**C.4.1.3.1** The Contractor shall reject Reports that are not delivered in an acceptable format or that fail to include all required New Hire Data as stipulated in Section C.4.1.2.1 above. The Contractor shall notify the employer in writing of the reason for the rejection within one (1) business day of receipt of the Report.

**C.4.1.3.2** The Contractor shall contact the employer within one (1) business day of receipt of a Report if data contained therein is illegible or incomplete, in order to get the Contractor to complete, correct, or verify the data. It is the responsibility of the Contractor to ensure that only complete Records are transmitted to DHS and OCTO. At a minimum, a "complete Record" shall include the items listed in Section C.4.1.2.1.

**C.4.1.3.3** The Contractor shall develop and implement an internal process that tracks and monitors incoming Reports that are rejected due to incomplete and/or unreadable data.

#### **C.4.1.4 Mail Processing and Sorting**

**C.4.1.4.1** The Contractor shall maintain a Post Office Box (P.O. Box) for receipt of New Hire Reporting mail for the entire period of the contract, and shall pay all costs associated with retrieving the mail on a daily basis and maintaining the P.O. Box. The Contractor shall provide evidence of the existence of the P.O. Box at the District's request.

**C.4.1.4.2** The Contractor shall develop and provide a Mail Processing and Sorting Plan, subject to the District's approval, to provide for the most expeditious and efficient processing of mail. The Contractor's Mail Processing and Sorting Plan shall include quality assurance components to ensure minimal errors by the Contractor in performing these functions.

#### **C.4.1.5 Recordkeeping**

The Contractor shall maintain a system log of all magnetic, electronic, internet, interactive voice and electronic transfer files received from employers. The log shall contain information regarding the receipt date, the batch number assigned, the submitter's name and FEIN, and the medium by which the information was received.

#### **C.4.2 DATA ENTRY**

The Contractor shall provide the following data integrity and quality control services, as a means of ensuring the accuracy of data submitted to the National Directory of New Hires:

**C.4.2.1** New Hire Records that are provided individually or by volume in Reports from employers shall be entered into the District of Columbia Directory of New Hires database in accordance with applicable federal and District laws. The Contractor shall data enter New Hire Data from Reports manually submitted by employers into the database, thereby transitioning manual Records contained in these Reports into electronic Records.

**C.4.2.2** The Contractor shall date stamp, batch, and provide a sequential batch number for all paper Reports received or use an alternative system that provides for easy tracking of these Reports.

**C.4.2.3** The Contractor shall take safeguards to ensure that data is accurately entered, including utilizing a data entry system which allows for correction of errors, employs Double-entry Verification or some other comparable verification mechanism, and includes safeguards to prevent Duplicate Records.

**C.4.2.4** The Contractor shall meet an accuracy rate of 99.8% or greater for data entry of manually submitted Records each month. The Contractor shall provide a detailed plan for meeting the monthly accuracy rate and a written summary describing its ability to maintain an error rate no greater than 0.2% each month. The Contractor shall be subject to the sum of \$1,000 as liquidated damages, at the District's discretion, for each month in which the accuracy rate is not attained.

**C.4.2.5** The Contractor shall develop and provide a data entry accuracy and quality control methodology plan to address in detail, at a minimum, how it plans to meet the requirements set forth in Sections C.4.2.3 and C.4.2.4 above. This plan shall be subject to the approval of the District.

**C.4.2.6** The Contractor shall ensure proper data entry and verification daily, and make sure data is entered in a standardized batch format so that individual Record entries can be identified and audited by the District or its auditors for timeliness, completeness, and accuracy.

### **C.4.3 DATA TRANSMISSION**

**C.4.3.1** The Contractor shall transmit all New Hire Records in a format that is compatible with the District's CyberFusion format and transmit electronic Records to the District's Department of Human Services "(DHS)" and the District's Office of the Chief Technology Officer ("OCTO") pursuant to a schedule agreed upon by the District and the Contractor. If the Contractor is unable to deliver the file pursuant to the agreed upon schedule, the Contractor shall notify the District as early as possible and prior to CSSD's close of business (4:45 p.m. Eastern Standard Time (EST)) on the scheduled transmission day. If the transmission problem is not resolved and the file transferred by 9:00 a.m. EST on the following business day, the Contractor shall notify the District. The Contractor shall be subject to the sum of \$1,000 as liquidated damages for each incidence of failure to resolve a transmission problem within the stipulated timeframe, unless the transmission problem is outside of the Contractor's control. The District retains the discretion to waive the liquidated damages dependent upon the nature and frequency of the transmission problem.

**C.4.3.2** If a transmission problem is not corrected within twenty-four (24) hours of the scheduled transmission, at the District's direction, the Contractor shall submit a corrective action plan. The plan shall be submitted within two (2) business days of the District's request and shall include a description of the problem, the steps proposed to correct the problem, and the actions that shall be taken to ensure that the transmission problem does not occur in the future.

**C.4.3.3** The Contractor shall notify the District in writing, in the event that there are no Records for transmission on a scheduled transmission day, before the close of business that day.

### **C.4.4 VIRUS CHECK**

The Contractor shall ensure that all data transmitted to DHS and OCTO is free of computer viruses. The Contractor is liable for any and all costs incurred by the District in eliminating a virus from its system and/or equipment when detected from the transmitted data file. Costs for virus removal and restoration of all damaged files and/or equipment, as well as labor costs, shall be withheld from future payments. If the costs for virus removal are greater than future payments owed to the Contractor, the Contractor shall reimburse the District within thirty (30) calendar days of the District providing the Contractor with an invoice of the itemized costs.

#### **C.4.5 DATA SECURITY AND ORIGINAL SOURCE DOCUMENTS**

- C.4.5.1** As the information stored in the District of Columbia Directory of New Hires database is private and confidential, the Contractor shall not use any such information for any purpose other than performing the New Hire Reporting services described herein. The Contractor shall only grant access to such information to its staff who need access to it for purposes of fulfilling the requirements set forth herein. Furthermore, the Contractor shall not make such data available to any other person(s) or company (ies) in its entirety or any part, for any purpose whatsoever, unless authorized to do so by law or permitted to do so - in advance and in writing - by an authorized District employee.
- C.4.5.2** The Contractor shall maintain all documents and media on which Reports are provided by employers in a secure environment, which is only accessible to authorized staff who need access to such information for purposes of executing the Contractor's responsibilities set forth herein. Such media shall be retained for six (6) months after being received, and immediately thereafter, the Contractor shall dispose of them as follows:
- C.4.5.2.1** Destroy paper copies in a manner that does not allow for re-assembly or reconstruction of the information, and provide written certification to the District that this has been done; and
- C.4.5.2.2** Erase all data from discs, cartridges, and magnetic tapes so that the data cannot be recovered, certify in writing to the District that the information has been permanently removed, and if an employer has provided proper postage or requested that discs, cartridges, or tapes be returned charge on delivery, return them to the employer.
- C.4.5.3** The Contractor shall receive and transmit electronic New Hire information only through a standard level of encryption and secure hardware and software communication linkages approved by the District. The Contractor shall ensure that such information is only accessible to its staff who have a need to access this information for purposes of providing the services described herein.
- C.4.5.4** The Contractor shall advise its personnel engaged in the performance of the contract about the confidentiality of the information and the prohibition against copying, transcribing, discussing, selling, or releasing data to any other individual in any manner for any reason, except in compliance with this contract. The Contractor shall also require such personnel to participate in CSSD's security training and sign CSSD's security forms before accessing any New Hire Data for purposes of executing the requirements set forth herein. The Contractor shall maintain an up-to-date list of individuals who have access to this data and shall keep copies of all security forms executed by these individuals for the duration of the contract.
- C.4.5.5** Security precautions shall be installed by the Contractor, and subject to the District's approval, to ensure that the District of Columbia Directory of New Hires database is not reachable by any external party other than CSSD or those authorized by the District.
- C.4.5.6** The Contractor shall indemnify and hold harmless the District against, and be solely liable for any damages resulting from, any claims or actions arising out of or related to the Contractor's failure to properly safeguard New Hire Data, as described above, from theft, impermissible disclosure, or misuse.

**C.4.5.7** CSSD will retain ownership of and rights to the District of Columbia Directory of New Hires database and all data stored therein; therefore, upon expiration of the contract. The Contractor shall turn over the database and all New Hire Data and information in its possession at that time to CSSD.

#### **C.4.6 DISASTER RECOVERY PLAN**

**C.4.6.1** The Contractor shall create a disaster recovery plan (Disaster Recovery Plan) that ensures uninterrupted service and no loss of data throughout the duration of the contract , and which shall require the Contractor to, at a minimum, do the following:

**C.4.6.1.1** Create, maintain, and store off-site a backup database in the event of primary system failure or disaster, and, at a minimum, perform a full back up two (2) times a week and an incremental back up three (3) times a week;

**C.4.6.1.2** Maintain new hire data and information at the backup site in accordance with the same security requirements to which the contractor is obligated to adhere at the primary operating site, as described in section c.4.5 above; and

**C.4.6.1.3** Have telephone, facsimile, and mailing services rerouted to a backup facility within twenty-four (24) hours of the occurrence of a disaster, and return to full operational capability within this timeframe.

**C.4.6.2** The Contractor shall resume operations at its primary operating facility within thirty (30) calendar days of the occurrence of a disaster, unless due to circumstances outside of its control, this is not possible. In such instances, the Contractor shall continue operations at its backup site until it is able to resume operations at its regular site, and shall timely notify the District and provide the District's representative with an expected return date.

**C.4.6.3** The Contractor shall test its Disaster Recovery Plan within the first ninety (90) calendar days of the contract term and no later than forty-five (45) days of the start of each option year, for the length of the contract . Within thirty (30) calendar days of the Disaster Recovery Plan being tested, the Contractor shall send a "Disaster Recovery Plan Test Validation Report" to the District that documents and validates the completion of the test and reports the occurrence of any issues or problems. This report shall also contain proposed modifications to the Disaster Recovery Plan in the event that issues or problems are detected from the test.

**C.4.6.4** The Disaster Recovery Plan, or any proposed changes thereto, shall be subject to the approval of the District before being finalized.

#### **C.4.7 TECHNICAL SUPPORT**

**C.4.7.1** The Contractor shall demonstrate the ability to support its systems in such a way as to ensure compliance with all specifications and requirements set forth herein.

**C.4.7.2** The Contractor shall provide technical assistance to employers to assist them with the accurate and timely submission of New Hire Data.

#### **C.4.8 TOLL FREE TELEPHONE NUMBER**

The Contractor shall install toll free telephone lines for the purpose of responding to employer questions about New Hire Reporting and to allow employers to send Reports via facsimile. The Contractor shall be responsible for the cost of maintaining these phone lines. The Contractor shall notify all employers of the toll-free telephone number. The number of lines that the Contractor shall maintain shall be subject to the District's approval, and the Contractor shall increase the number of lines if necessary to accommodate the call volume.

#### **C.4.9 EMPLOYER COMPLIANCE**

The Contractor shall monitor employer compliance with the New Hire Reporting requirements, providing feedback to employers regarding the quality and completeness of the data submitted and furnishing pertinent information to employers to improve their accuracy and compliance. The Contractor shall perform no less than quarterly mailings which consist of outreach materials which remind employers of the New Hire Reporting requirements and to encourage their compliance, as further described in Section C.4.10 below.

#### **C.4.10 EMPLOYER OUTREACH AND COMMUNICATION PROGRAM**

**C.4.10.1** The Contractor shall develop and implement an employer outreach and communication program to educate employers about New Hire Reporting requirements. At a minimum, the Contractor shall do the following as part of its outreach program:

- 1) Create outreach materials, such as brochures, letters, advertisements, and presentation materials to increase employer awareness and compliance with New Hire Reporting requirements, and provide instructions on how to report, including multi-state reporting and acceptable means by which to report;
- 2) At least once per quarter, disseminate New Hire Reporting literature to employers as part of mass mailings, reminding those who have previously reported of their reporting requirements and informing those who have never reported of their reporting obligations;
- 3) Update materials as a result of changes in District and/or federal New Hire Reporting laws and/or regulations and inform employers of such changes within thirty (30) calendar days of the change taking effect;
- 4) Aggressively and continually seek out employers who are not reporting as required by law, and contact them to encourage compliance;
- 5) Inform employers of the penalties for failing to comply with New Hire Reporting requirements;

- 6) Participate at conferences, seminars, and trainings given by CSSD, employers, and payroll groups and present information regarding New Hire Reporting at such events; and
- 7) Perform other outreach functions at the Contract Administrator's request.

**C.4.10.2** The Contractor shall get the Contract Administrator's final approval on all materials which it develops for distribution to the public before they are released.

#### **C.4.11 PROGRAM EVALUATION**

The Contractor shall participate in evaluating the efficiency and effectiveness of the Program at the request of and in conjunction with the District. The purpose of the evaluation shall be to assess compliance with the contract, to monitor compliance with District and federal laws and regulations, and to determine the effectiveness of the Program. Throughout the course of the contract, the Contractor shall grant access to all databases, networks, and physical locations where New Hire Data is housed and/or New Hire Reporting services are performed to the District and those authorized by the District.

#### **C.4.12 CHANGE IN LEGISLATION**

The Contractor shall stay abreast of changes to New Hire Reporting laws and regulations and shall implement any necessary programmatic changes as a result of such changes at no cost to the District.

#### **C.4.13 REPORTING REQUIREMENTS**

**C.4.13.1** The Contractor shall submit the following reports concerning the previous month's submissions by the 5<sup>th</sup> of each month:

- 1) Number of New Hire Records submitted to the vendor broken down by date submitted by the employer and type (i.e. received via the website, mailed, faxed, received by IVR, etc.);
- 2) Number of New Hire Records that the Contractor accepted and rejected, and if rejected, the reason the Record was rejected;
- 3) Number of noncompliance notices sent to employers;
- 4) Number of existing employers submitting New Hire Reports (employers that have previously submitted New Hire Reports and which therefore are in the District of Columbia Directory of New Hires database);
- 5) Number and listing of new employers submitting New Hire Reports (employers that have not previously submitted New Hire Reports and which therefore are not in the District of Columbia Directory of New Hires database); and

- 6) A pie chart or graph identifying the types of media used to submit data by the employers submitting New Hire Reports.

**C.4.13.2** Within fifteen (15) calendar days of the end of each quarter, the Contractor shall submit an outreach report to the District describing all outreach activities that the Contractor performed during the quarter.

**C.4.14 TURNOVER PLAN**

The Contractor shall develop and provide a detailed turnover plan to the Contract Administrator, no later than thirty (30) calendar days of the contract taking effect, describing its plans for seamlessly transitioning the Program back to the District or to a new contractor upon termination or expiration of the contract , without causing any disruption to new hire reporting services. This plan shall be subject to the District's approval before being finalized. The Contractor must be willing to continue to support the District for up to thirty (30) calendar days while the services are being transitioned to a new contractor or back to the District.

**C.4.15 KEY PERSONNEL**

The Contractor shall identify all key personnel who shall perform the contractual requirements before bringing them on board and shall describe each individual's pertinent experience and the responsibilities which each shall execute. The Contractor shall notify the Contract Administrator prior to replacing any of the key personnel and all such replacements shall be subject to the approval of the Contract Administrator. The Contractor shall replace any personnel working on the contract at the direction of the Contract Administrator.

**SECTION D: PACKAGING AND MARKING**

NOT APPLICABLE

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** 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 June 2010. (Attachment J.1)

**E.2** The Contractor shall provide the Contract Administrator (CA) or other authorized representatives of the District, access to its facility, records, and staff, as the CA deems necessary for monitoring purposes.

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

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year from the effective date specified on the cover page of the agreement.

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

**F.2.1** The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract ; provided that the District will give the Contractor preliminary written notice of its intent to extend at least 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 period shall be as specified in the Section B of the contract .

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

**F.3 DELIVERABLES**

**F.3.1** The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA), or her designee, identified in section G below, as specified below:

| <b>CLIN</b> | <b>Deliverable</b>                                       | <b>Quantity</b> | <b>Format/Method of Delivery</b> | <b>Due Date</b>                          |
|-------------|--|-----------------|----------------------------------|--|
| C.4.1.4.2   | Mail Processing and Sorting Plan                         | 1               | Hard Copy                        | Final – within five (5) days after award |
| C.4.2.5     | Data Entry Accuracy and Quality Control Methodology Plan | 1               | Hard Copy                        | Final – within five (5) days after award |

| CLIN     | Deliverable                                   | Quantity                                     | Format/Method of Delivery  | Due Date  |
|----------|---|--|--|---|
| C.4.3.1  | File containing New Hire Records              | 1 file per transmission                      | Soft Copy/Electronic Transmission  | In accordance with schedule agreed upon by the District and the Contractor  |
| C.4.3.2  | Corrective Action Plan                        | 1 per event triggering the need for the plan | Soft Copy/Electronic Transmission  | Within two (2) business days of the District's request  |
| C.4.6    | Disaster Recovery Plan                        | 1  | Soft Copy/Electronic Transmission  | Within thirty (30) calendar days of the contract effective date   |
| C.4.6.3  | Disaster Recovery Plan Test Validation Report | 1 per event triggering the need for the plan | Soft Copy/Electronic Transmission  | Within thirty (30) calendar days of the Disaster Recovery Plan being tested   |
| C.4.10   | Outreach Materials                            | TBD by Contractor                            | Hard Copy and/or Soft Copy (per Contractor's discretion)/Mail, Facsimile, and/or Email (per Contractor's discretion) | Within thirty (30) calendar days of the start of each quarter/<br><br>Within thirty (30) calendar days of a change to applicable laws and regulations taking effect |
| C.4.13.1 | Status Reports                                | 1 per month                                  | Soft Copy/Electronic Transmission  | By the 5 <sup>th</sup> of each month  |
| C.4.13.2 | Outreach Report                               | 1 per quarter                                | Soft Copy/Electronic Transmission  | Within fifteen (15) calendar days of the end of each quarter  |
| C.4.15   | Turnover Plan                                 | 1  | Soft Copy/Electronic Transmission  | Within thirty (30) calendar days of the contract effective date   |
| C.4.15   | Key Personnel                                 | 1  | Hard Copy  | Final – before onboarding   |

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **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.

**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.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 OAG Contracting Officer is:

Janice Parker Watson  
Contracting Officer  
Office of the Attorney General  
Support Services Division/Procurement Unit

441 4<sup>th</sup> Street NW, Suite 1100 South  
Washington, DC 20001

Email: Janice.Watson@dc.gov  
Phone: 202-442-9882 or 727-3400  
Fax: 202-730-0484

## **G.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 OAG CA is:

Tiffany Cox, Assistant Attorney General  
Office of the Attorney General  
Child Support Services Division  
441 4th Street NW., Suite 550N  
Washington, DC 20001

Phone: (202) 724-1472 Fax: (202) 585-0608  
Email: [tiffany.cox@dc.gov](mailto:tiffany.cox@dc.gov)

**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 HCA or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Provider;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Provider shall 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.

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

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

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:

- H.1.1 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 the Wage Determination No. 2015-4281, Revision 15, dated December 23, 2019, 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 Section 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 Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

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

**H.5.1** 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.5.2** 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.5.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.5.4** 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.5.5** 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.5.6** 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.6 CONTRACTOR RESPONSIBILITIES - CONTINUITY OF SERVICES**

**H.6.1** 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.6.2** 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.6.3** 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.6.4** 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.6.5** 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).

## **H.7 DISTRICT RESPONSIBILITIES**

**H.7.1** The District will provide workspace to the Contractor at its home office in order to perform the requirements set forth in Sec. C.4 above.

**H.7.2** The District will provide access to its documentation and databases and applications, many of which contain confidential information, in order to perform the requirements set forth in Sec. C.4 above, provided that the Contractor passes the federally mandated background check, takes required trainings regarding the use of information to which s/he will have access, executes all required documentation committing to maintain the confidentiality of information to which s/he will be privy, and follows all pertinent laws and policies and procedures governing the use of information with which s/he will come in contact. The District will have the right to remove the Contractor's access to any of this information at its sole discretion.

**H.7.3** The District will provide appropriate training to the Contractor to assist him/her to become familiar with the databases and applications which s/he will utilize in performing his/her responsibilities.

## 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 Contractor 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 \$1,000,000 per occurrence or claim, \$2,000,000 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

5. liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

**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:

Janice Parker Watson Contracting Officer  
Office of the Attorney General  
441 4th Street NW, Suite 1100 South  
Washington, DC 20001

Phone: (202) 727-3400 or (202) 442-9882  
Email: [oag.businessopportunities@dc.gov](mailto: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

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

- I.** The following list of attachments is incorporated into the solicitation by reference.  
 (available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”)

| <b>Attachment Number</b> | <b>Document</b>  |
|--------------------------|--|
| <b>J.1</b>               | Government of the District of Columbia Standard Contract Provisions for Use with Supplies and Services Contracts (July 2010) |
| <b>J.2</b>               | Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85   |
| <b>J.3</b>               | Department of Employment Services First Source Employment Agreement  |
| <b>J.4</b>               | Way to Work Amendment Act of 2006 - Living Wage Notice   |
| <b>J.5</b>               | Way to Work Amendment Act of 2006 - Living Wage Fact Sheet   |
| <b>J.6</b>               | Tax Certification Affidavit  |

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

|            |   |
|------------|---|
| <b>J.7</b> | U.S. Department of Labor Wage Determination No. 2015-4281, Revision 15 dated December 23, 2019 (12 pages) |
| <b>J.8</b> | Bidder/Offeror Certification Form (3 pages)   |

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

**K.1** The Offeror shall complete Attachments **J.2** and **J.6** and submit along with its Offer the **Bidder/Offeror Certification Form (J.8)**, also available at <http://ocp.dc.gov>, under “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 INITIAL OFFERS**

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

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

**L.2.1** This solicitation will be conducted electronically. To be considered, an Offeror must submit a proposal consisting of two separate parts, Technical and Price, and marked **"Proposal in response to Solicitation No. DCCB-2020-Q-0015, New Hire Reporting"**.

**L.2.2** All proposals must be formatted on 8.5" by 11" paper, typewritten and submitted electronically by email to **oagbusinessopportunities@dc.gov** no later than the date specified in block 9 of page 1 of this solicitation. Paper, telephonic, telegraphic, and facsimile proposals will not be accepted. All documents shall be submitted as .pdf files. 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. NOTE: Each attachment is limited to a maximum size of 25 MB.

**L.2.3** Offerors are directed to the specific proposal evaluation criteria found in Section M 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 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 in Section C.4. The technical proposal shall specifically include the following:

- C.4.1.4.2 Draft Mail Processing and Sorting Plan
- C.4.2.5 Draft Data Entry Accuracy and Quality Control Methodology Plan
- C.4.15 List of proposed Key Personnel (with Qualifications, Experience and references)

**L.2.4** Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.2.5** The Offeror shall prepare a Cover Letter to accompany its Technical Proposal and Price Proposal. The Cover Letter shall at a minimum include the following:

- a. Identify the Contact person for the Offeror's proposal
- b. Provide the Contact person's address, phone number, and e-mail address
- c. A statement affirming the Offeror's acceptance of the contract provisions as described in Sections A – K of the solicitation.
- d. Signature of an authorized representative of the Offeror's organization.

**L.2.6** The Offeror shall prepare a Table of Contents to accompany its Technical Proposal and Price Proposal indicating the location of the section headings and subheadings and page numbers for each.

**L.2.7 Attachments and Certifications**

The Offeror shall provide in this section the following documents and pertinent information:

- a. Solicitation, Offer, and Award form;
- b. Completed Attachments J.2, J.6 and J.8 of this solicitation;
- c. Representations and certifications and other statements of the Offeror in Section K shall be completed and signed;
- d. Legal status of Offeror as specified as specified in Section L.15; and
- e. Financial statements, including notes which disclose the Offeror's financial condition.

**L.2.8 Price Proposal**

The Offeror shall, at a minimum, include in its price proposal (1) a complete Price Schedule (Section B.3) for the base and option years.

**L.2.9 ORAL PRESENTATIONS**

**L.2.9.1** The District reserves the right to request oral presentations from the Offerors whose proposals have been determined to be within the competitive range. Oral presentations will be made at 441 4<sup>th</sup> Street NW, Washington, DC (room to be determined). The pertinent Offerors will be provided with three days' notice to prepare for the presentation.

**L.2.9.2** The oral presentations should provide information that augments the proposal and should provide an opportunity for dialogue among the parties. A specified set of questions will be provided at the time the oral presentations are scheduled.

**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 FOIA exemption under §2-534(a)(1). Successful proposals will be published on the OCP Internet 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 fully uploaded to the OAG.BusinessOpportunities@dc.gov mailbox no later than the closing date and time. 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 attachment(s) uploaded.

##### **L.4.2 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.4.3 Late Proposals**

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

##### **L.4.4 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 shall submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than five (5) days before the date set for submission of proposals. The District will post responses to the OAG website. 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, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO 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 coverage as specified in Section I.8 to:

Janice Parker Watson  
Associate Contracting Officer  
Office of the Attorney General  
441 4<sup>th</sup> Street NW., Suite 1100S  
Washington, D.C. 20001  
Phone: (202) 442-9882  
Email: Janice.Watson@dc.gov

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

The Offeror shall acknowledge receipt of any amendment to this solicitation electronically or as set forth in block 11 of the amendment. 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, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the 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 receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

#### **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. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. 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:

- i. Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- ii. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- iii. Has a satisfactory performance record;
- iv. Has a satisfactory record of integrity and business ethics;
- v. Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- vi. Has a satisfactory record of compliance with 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.*;
- vii. Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- viii. Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- ix. Has not exhibited a pattern of overcharging the District;
- x. Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- xi. 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.

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified 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.1.1** The District reserves the right to request an in-person presentation from up to five of the most qualified, top ranked Offerors. The District also reserves the right to reassess the Offeror's technical evaluation as a result of the presentation.

### M.2 TECHNICAL RATING

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

| <b>Numeric Rating</b> | <b>Adjective</b>     | <b>Description</b>  |
|-----------------------|----------------------|---|
| 0                     | Unacceptable         | Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not |
| 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**

The District shall evaluate proposals on the basis of the factors and subfactors below, based on the extent to which the proposal contains a detailed response to each factor and subfactor that is clear, concise, comprehensive and complete. The District may also use information available from other agencies and sources.

#### **TECHNICAL CRITERIA (80 POINTS MAXIMUM)**

##### **M.3.1 TECHNICAL EXPERTISE (0 - 25 Points)**

The Offeror has demonstrated both its understanding of the requirements and capacity to perform the required services. The offeror must have described its corporate experience in performing new hire reporting services, or similar or equivalent services, including identification of key personnel to work on the contract and describing their pertinent experience.

##### **M.3.2 TECHNICAL APPROACH AND CAPACITY (0 - 25 Points)**

**M.3.2.1** The Offeror demonstrated an understanding of the requirements in Section C and described in detail how it proposes to fulfill each of the requirements to operate a New Hire Program. (0 - 15 points)

**M.3.2.2** The Offeror presented a transition plan detailing how it intends to stand up a program and seamlessly transition the services from the prior contractor without causing any disruption to the services. (0 - 10 Points)

##### **M.3.3 EXPERIENCE AND PAST PERFORMANCE (0 - 30 Points)**

**M.3.3.1** The Offeror has demonstrated that it has experience operating a new hire reporting program, including managing a new hire reporting website and database, as described in the Statement of Work or experience providing similar services for child support enforcement programs or other similar programs. (0 - 15 points)

**M.3.3.2** The offeror demonstrated satisfactory past performance in the development and delivery of outreach to employers regarding new hire reporting requirements or similar programs preferably for at least five years. (0 - 15 points)

**M.3.4 PRICE CRITERION (20 POINTS MAXIMUM)**

- M.3.4.1 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.
- M.3.4.2 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.3.5 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2**

**(12 Points Maximum)**

**M.3.6 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. If an option year is exercised, the District has the right to adjust the contract ceiling for that option year. Task orders will only be executed during option years when there is sufficient funding to support them. Task Orders cannot exceed the available budget.

**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.