



Government of the District of Columbia



HUMAN SERVICES AGREEMENT

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1. HCA Number DCCB-2021-H-0003	2. Date of Award See Block 13C	3. Date Solicitation Issued September 11, 2020
4. Issued by: CB0GJ Office of the Attorney General Support Services Division, Procurement Unit 400 6 th Street NW Washington, DC 20001	5. Administered by: Office of the Attorney General Immediate Office/CTS Co-Chiefs 400 6 th Street NW Washington, DC 20001	

6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code)

Phone: Fax: Email:

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: https://vendorportal.dc.gov See Section G.3	8. DISTRICT SHALL SEND ALL PAYMENTS TO: Address in Block 6.
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

LINE ITEM	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
		Clinical Support Services for Cure the Streets				
See Section B.6						
<i>Estimated Total Amount</i>						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION TO BE CITED ON EACH TASK ORDER

11. TERM OF HCA

Starting Date: **See Block 13 C** Ending Date: **One (1) year thereafter**

HCA SIGNATURES

Pursuant to the authority provided in D.C. Official Code § 2-354.06, this HCA is being entered into with the Provider/Contractor specified in block 6 of this document. The Provider/Contractor is required to sign and return two signed copies of this document to the Contracting Officer of the Issuing Office stated in block 4 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this HCA and on any continuation sheets or appendices for the consideration stated herein. The rights and obligations of the parties to this HCA shall be subject to and governed by the following documents: (a) this HCA, (b) the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated July 2010; and (c) any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This HCA between the signatories to this document constitutes the entire agreement of the parties.

12. FOR THE PROVIDER/ CONTRACTOR		13. FOR THE DISTRICT OF COLUMBIA	
A. Name and Title of Signer (Type or print)		A. Name of Contracting Officer (Type or print)	
B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE	B. Authorized Signature of the Contracting Officer:	C. DATE

SECTION B: HUMAN SERVICES AND SERVICE RATES

- B.1** The Government of the District of Columbia, Office of the Attorney General (OAG), hereafter also referred to as the “District,” is seeking to pre-qualify Providers, hereafter referred to as “Provider” or the “Contractor,” to provide clinical support services. OAG is seeking practitioners who are experienced in supporting people who are disadvantaged in the workforce by virtue of race, education, criminal justice background and long periods of unemployment with the goal of sustained employment and success in their jobs.
- B.2** To be qualified, the Contractor must have the following:
- 1) Professional License(s). The Contractor must have a DC Business License issued by the Department of Consumer and Regulatory Affairs. The clinicians that perform services under this HCA must be licensed in accordance with applicable District of Columbia regulations such as:
 - a) <https://code.dccouncil.us/dc/council/code/sections/3-1208.04.html> for Social Workers;
 - b) <https://code.dccouncil.us/dc/council/code/sections/3-1207.10.html> for Professional Counselors; or
 - c) <https://dchealth.dc.gov/sites/default/files/dc/sites/doh/publication/attachments/Psychology%20Regulations%207-5-2019.pdf> for Psychologists;
 - 2) Clinicians trained and experienced in working with urban inner-city populations composed of persons of color who have past experience with violence, law enforcement, street life and prison life;
 - 3) Prior experience in providing clinical support services similar to that outlined in the Section C - Statement of Work; and
 - 4) Capacity to provide weekly and monthly scheduled services to a workforce of at least 66 individuals, many of whom have limited or no previous experience in mainstream legitimate jobs; with services being provided in at least six (6) different locations. Capacity means the ability to hire or otherwise engage a sufficient number of professionally qualified personnel with experience working with individuals with the aim of promoting their success in their jobs and in the legitimate world of work.
- B.3** The HCA is not a commitment to purchase any quantity of a particular service covered under the agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the HCA.
- B.4** Services shall be performed only as authorized by Task Orders issued under this Agreement. The Contractor shall furnish to the Government of the District of Columbia, the services specified in the HCA, when and if ordered.
- B.5** The HCA is based upon fixed unit prices as set forth in section B.6.

B.6 PRICE SCHEDULE

Task Orders (TO) issued against the executed HCA shall be subject to the terms of the HCA.

B.6.1 BASE YEAR

Contract Line Item Number (CLIN)	Therapeutic / Clinical Services	Estimated Quantity	Unit	Unit Rate	Extended Price
0001	Weekly Group Clinical Supervision Sessions as outlined in sections C.3.2 - C.3.3.2	100	Session		
0002	Weekly 15-minute update check-in with Program Manager following weekly Group Clinical Supervision sessions as outlined in C.3.3.3	100	Session		
0003	Individual Counsel Session (C.3.4)	100	Hours		
0004	Monthly 2 Hour Gender Based Session (C.3.5)	12	Session		
0005	Crisis Intervention Services (C.3.6)	40	Hours		
0006	Quarterly Meetings (C.3.7)	4	Each		
Total Estimated Amount – Base Year					

B.6.2 OPTION YEAR ONE (1)

Contract Line Item Number (CLIN)	Therapeutic / Clinical Services	Estimated Quantity	Unit	Unit Rate	Extended Price
1001	Weekly Group Clinical Supervision Sessions as outlined in sections C.3.2 - C.3.3.2	100	Session		
1002	Weekly 15-minute update check-in with Program Manager following weekly Group Clinical Supervision sessions as outlined in C.3.3.3	100	Session		
1003	Individual Counsel Session (C.3.4)	100	Hours		
1004	Monthly 2 Hour Gender Based Session (C.3.5)	12	Session		
1005	Crisis Intervention Services (C.3.6)	40	Hours		
1006	Quarterly Meetings (C.3.7)	4	Each		
Total Estimated Amount – Option Year 1					

B.6.3 OPTION YEAR TWO (2)

Contract Line Item Number (CLIN)	Therapeutic / Clinical Services	Estimated Quantity	Unit	Unit Rate	Extended Price
2001	Weekly Group Clinical Supervision Sessions as outlined in sections C.3.2 - C.3.3.2	100	Session		
2002	Weekly 15-minute update check-in with Program Manager following weekly Group Clinical Supervision sessions as outlined in C.3.3.3	100	Session		
2003	Individual Counsel Session (C.3.4)	100	Hours		
2004	Monthly 2 Hour Gender Based Session (C.3.5)	12	Session		
2005	Crisis Intervention Services (C.3.6)	40	Hours		
2006	Quarterly Meetings (C.3.7)	4	Each		
Total Estimated Amount – Option Year 2					

B.6.4 OPTION YEAR THREE (3)

Contract Line Item Number (CLIN)	Therapeutic / Clinical Services	Estimated Quantity	Unit	Unit Rate	Extended Price
3001	Weekly Group Clinical Supervision Sessions as outlined in sections C.3.2 - C.3.3.2	100	Session		
3002	Weekly 15-minute update check-in with Program Manager following weekly Group Clinical Supervision sessions as outlined in C.3.3.3	100	Session		
3003	Individual Counsel Session (C.3.4)	100	Hours		
3004	Monthly 2 Hour Gender Based Session (C.3.5)	12	Session		
3005	Crisis Intervention Services (C.3.6)	40	Hours		
3006	Quarterly Meetings (C.3.7)	4	Each		
Total Estimated Amount – Option Year 3					

B.6.5 OPTION YEAR FOUR (4)

Contract Line Item Number (CLIN)	Therapeutic / Clinical Services	Estimated Quantity	Unit	Unit Rate	Extended Price
4001	Weekly Group Clinical Supervision Sessions as outlined in sections C.3.2 - C.3.3.2	100	Session		
4002	Weekly 15-minute update check-in with Program Manager following weekly Group Clinical Supervision sessions C.3.3.3	100	Session		
4003	Individual Counsel Session (C.3.4)	100	Hours		
4004	Monthly 2 Hour Gender Based Session (C.3.5)	12	Session		
4005	Crisis Intervention Services (C.3.6)	40	Hours		
4006	Quarterly Meetings (C.3.7)	4	Each		
Total Estimated Amount – Option Year 4					

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Office of the Attorney General requires a Provider to provide clinical services to six Cure the Streets (CTS) program teams and a total workforce of 66 individuals in a variety of circumstances at program locations or via teletherapy and virtual group sessions.

The clinical support services are aimed at promoting the mental health and wellbeing of the CTS workforce. Services include weekly group clinical supervision or group sessions wherein staff and clinicians process work related and team related issues as well as general dynamics of the CTS initiative, and the trauma and other challenges associated with frontline work with a community-based violence reduction initiative.

C.1.1. DEFINITIONS

The term “contract” used herein refers to this HCA and any Task Order issued against this HCA. The term “contractor” means “provider”.

C.2 BACKGROUND

- C.2.1 Cure the Streets (CTS) is a District of Columbia replication of the Cure Violence Program model. Cure Violence is a public health approach to reducing urban neighborhood gun violence. The Program objective is to identify brewing and developing neighborhood conflicts between groups and/or individuals before they escalate to gun violence so that staff can intervene and help disputants to resolve their conflicts peaceably before violence ensues.
- C.2.2 The work entails long hours on the streets and in locations in neighborhoods with high rates of gun violence, interacting with the most high-risk individuals who reside and/or operate in those neighborhoods. Outreach teams (Outreach Workers and Violence Interrupters) work to develop trusting relationships with persons known to be at high risk for involvement in gun violence, either as perpetrators or as victims. Members of the outreach teams respond to reports of shooting incident to try to identify all parties involved in the underlying conflict, including those on the periphery of the conflict (not only those who were involved in the shooting).
- C.2.3 CTS Outreach teams work to engage parties to the conflict in conflict resolution efforts with the aim of resolving the conflict to the satisfaction of all parties. At the same time, CTS staff work to discourage retaliations and break cycles of retaliatory violence.
- C.2.4 CTS Outreach Workers also recruit and work closely with caseloads of up to 12 high risk individuals with the aim of helping each of them to ensure that their immediate needs are met; to develop goals and plans for prosocial lifestyles and to develop alternative strategies for managing conflict.
- C.2.5 This work entails emotional investment, exposure to violence and the aftermath of violence and daily trauma. CTS Clinical Support Services are meant to address issues of trauma and other job-related issues for frontline CTS staff, as well as personal and world-of-work adjustment

issues.

C.2.6 The contractor will contribute to the CTS workforce's mental and emotional wellbeing through group and individual therapeutic counseling and problem-solving sessions as specified in this work scope document.

C.3 REQUIREMENTS

C.3.1 The Provider shall provide a clinical team of trained experienced mental health clinicians with experience working with urban inner-city populations composed of persons of color who have past experience with violence, law enforcement, street life and prison life.

C.3.2 The Provider shall ensure that there is continuity of care by assigning therapists to provide weekly group clinical supervision sessions to one or more of the six CTS programs on an ongoing basis, only changing therapists assigned to programs if there is a clear necessity to do so and after OAT Violence Reduction team is notified of the intention to change an assigned therapist.

C.3.2.1 This clinical team shall use innovative techniques within the bounds of accepted clinical practice to help CTS program teams to work harmoniously and effectively and to balance work life, relationships and family life while they master and excel at their work.

C.3.3 The Provider shall provide one (1) 90-minute group counseling session per week to each CTS Team.

C.3.3.1 Group session topics shall include:

1. Adjustment to workplace and organizational norms
2. Team building and strengthening
3. Balancing work life with relationships and family life
4. Self-awareness (attitude, affect, motivations & behaviors)
5. Recognizing and addressing job related trauma and other trauma
6. Understanding and managing conflict
7. Maintaining focus on work objectives and methods

C.3.3.2 In the interest of limiting power differentials in the group process, it is recommended that no personnel with a job title above that of Program Supervisor participate in group sessions (Program Managers, CBO managers or OAG Oversight personnel should NOT participate in weekly Group Supervision sessions.)

C.3.3.3 The Provider shall provide a fifteen-minute (15-min) post-group session check-in with managers to aid managers' awareness of problematic attitudes, perceptions, tendencies, team dynamics, and internal conflicts that clinicians learn about through the group process. When needed, the Provider shall provide managers with additional therapeutic needs with an assessment consultation followed by appropriate advice, recommendations or referrals. Group confidentiality should not be sacrificed except when clinicians judge circumstances to be extreme and justifying limited disclosure of matters revealed in group sessions to members of the OAG Violence Reduction team.

C.3.4 The Provider shall provide individual counseling sessions, at the clinicians' discretion when:

1. Clinician observes affect and/or behavior that s/he judges warrants individual attention;
2. Staff member requests individual session with clinician;
3. Clinician becomes aware of events, actions or situations that warrant preemptive intervention or inquiry

C.3.5 The Provider shall provide at least one (1) 2-hour group gender-based session for women in the CTS workforce on a monthly basis. The Provider shall involve women in identifying issues that will be addressed in each session (balanced by clinicians' judgment on what discussion topics will be most productive and beneficial to the entire group).

C.3.5.1 The Provider shall:

1. Provide a safe setting for women to share and process issues related to working in a male dominated environment;
2. Assist women who are new to the workforce in balancing work life and other obligations;
3. Provide a safe setting for women to discuss and process other gender-specific issues;
4. Help women to find appropriate and effective ways of ensuring that their workplace needs are met and that their rights are observed and preserved.

C.3.6 The Provider shall provide crisis intervention services such that the clinicians respond and assist when issues arise that threaten the cohesion, and effective function of the program team or the wellbeing of one or more members of the program team. Clinicians shall immediately make program managers and OAG Violence Reduction (VR) Team aware of any such issues that they intervene in.

C.3.6.1 The Clinicians shall follow this process when providing crisis intervention services:

1. Inform program managers and OAG VR Team about the nature of the issue(s) and clinicians' intended intervention and course of action;
2. Clinicians assess situations, de-escalate if necessary, make an appropriate intervention and report to OAG VR Team and Program manager;
3. Update and advise Program Manager and OAG VR Team immediately regarding intervention outcome.

C.3.7 The Provider and its clinicians shall work closely with OAG VR team to maximize mental and behavioral health and wellness of CTS workforce while preserving operational effectiveness of teams and individual team members.

C.3.7.1 The Provider shall schedule and meet with OAG Violence Reduction Team on a quarterly basis to review progress, changes, and challenges with supplemental meetings to be conducted at the discretion of OAG VR Team. The Provider shall provide with its monthly billing a report detailing services provided. In addition, the Provider shall provide a quarterly summary report outlining the services provided in each quarter.

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 clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: HUMAN CARE SERVICE ADMINISTRATION AND PERFORMANCE

F.1 Term of Agreement

F.1.1 The term of this HCA shall be for a period of one year from the date of award specified on the cover page of this HCA, subject to the availability of funds for any period beyond the end of the District's fiscal year, which begins on October 1, 2020, in which this HCA is awarded.

F.1.2 The District may terminate this HCA in accordance with sections 8 and 27 of the Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated July 2010, hereafter referred to as "Standard Contract Provisions".

F.2 Agreement Not a Commitment of Funds or Commitment to Purchase

This HCA is not a commitment by the District to purchase any quantity of a particular good or service covered under this HCA from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by funded purchase orders or task orders pursuant to this HCA.

F.3 Option to Extend Term of the Agreement

F.3.1 The District Government may extend the term of this HCA for a period of four (4) one (1) year option periods, or successive fractions thereof, by written notice to the Provider before the expiration of the HCA; provided that the District will give the Provider preliminary written notice its intent to extend at least thirty (30) days before the HCA 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 Provider may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the HCA.

F.3.2 If the District exercises this option, the extended HCA shall be considered to include this option provision.

F.3.3 The total duration of this HCA including the exercise of any options under this clause, shall not exceed five (5) years.

F.3.4 The prices for the option periods shall be as specified in the Section B.6 of this HCA.

F.4 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.1.3 in accordance with the following:

SOW Section	Deliverable	Quantity	Format/Method of Delivery
C.3.7.1	Monthly Billing Report	1	Include with monthly invoice
C.3.7.1	Quarterly Report	1	Provide at quarterly meeting

F.4.1 The Provider shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Provider does not submit the report as part of the deliverables, final payment to the Provider shall not be paid pursuant to section G.4.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 CONTRACTING OFFICER/HCA ADMINISTRATION

G.1.1 Contracting Officers (CO) are the only District officials authorized to bind contractually the District through signing an HCA or contract, and all other documents relating to the HCA. All correspondence to the Contracting Officer shall be forwarded to:

Gena Johnson
Office of the Attorney General
Support Services Division, Procurement Unit
400 6th St NW
Washington, DC 20001
202-247-6448
Gena.johnson@dc.gov

G.1.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.1.2.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.1.2.2 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.1.2.3 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.1.3 CONTRACT ADMINISTRATOR (CA)

- G.1.3.1** The CA is responsible for general administration of the HCA and advising the 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:
- G.1.3.2** 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;
- G.1.3.3** Coordinating site entry for Contractor personnel, if applicable;
- G.1.3.4** 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;
- G.1.3.5** 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
- G.1.3.6** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.1.3.7** The address and telephone number of the CA is:

To be assigned after award

- G.1.3.8** The CA shall NOT have the authority to:
1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 2. Grant deviations from or waive any of the terms and conditions of the contract;
 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 4. Authorize the expenditure of funds by the Contractor;
 5. Change the period of performance; or
 6. Authorize the use of District property, except as specified under the contract.
- G.1.3.9** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes

G.2 ORDERING AND PAYMENT

- G.2.1** The Contractor **shall not** provide services or treatment under this Agreement unless the Contractor is in actual receipt of a purchase order or task order.
- G.2.2** All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.

G.3. INVOICE SUBMITTAL

- G.3.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- G.3.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.3.
- G.3.3** 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.3.4** Payment shall be made only after performance by the Contractor under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

G.4. First Source Agreement Request for Final Payment

- G.4.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.4.5.
- G.4.2** No final payment shall be made to the Contractor's until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirement.

G.5. Assignment of Contract Payments

- G.5.1** In accordance with 27 DCMR 3250, the Contractor s 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 Contractors, 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 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 this contract;
- 2) Not later than 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) 3rd day after the required payment date for meat or a meat product;
- 2) 5th day after the required payment date for an agricultural commodity; or
- 3) 15th 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 shall 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:

G.6.2.1.1 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

G.6.2.1.2 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 shall pay subcontractors or suppliers 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) 3rd day after the required payment date for meat or a meat product;
- 2) 5th day after the required payment date for an agricultural commodity; or
- 3) 15th 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 Subcontracting requirements

- G.6.3.1** 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.6.3.2** The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 Hiring of District Residents as Apprentices and Trainees

- H.1.1** For all new employment resulting from this HCA 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.1.1.1** 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 Publicity

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.3 Freedom of Information Act

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the reliability

of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.4.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

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

H.4.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.4.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.4.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.4.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.4.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.4.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.4.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in clause 14 of the SCP, Disputes.

H.4.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.5 Section 504 of the Rehabilitation Act of 1973, as amended

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.6 Americans with Disabilities Act of 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified person with a disability. See 42 U.S.C. §12101 *et seq.*

H.7 Way to Work Amendment Act of 2006

H.7.1 Except as described in H.7.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.7.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.7.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.7.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.7.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.7.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.7.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.7.8 The requirements of the Living Wage Act of 2006 do not apply to:

H.7.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.7.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

H.7.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

- H.7.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.7.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.7.8.6** An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.7.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.7.8.8** Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.7.8.9** Medicaid Contractor Agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.7.8.10** Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Department of Health Care Finance to provide health services.
- H.7.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.
- H.8** **PREGNANT WORKERS FAIRNESS**
- H.8.1** 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.8.2** The Contractor shall not:
 - H.8.2.1** 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;
 - H.8.2.2** 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:
 - H.8.2.2.1** Pay;
 - H.8.2.2.2** Accumulated seniority and retirement;

H.8.2.2.3 Benefits; and

H.8.2.2.4 Other applicable service credits;

H.8.2.3 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;

H.8.2.4 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;

H.8.2.5 Require an employee to take leave if a reasonable accommodation can be provided; or

H.8.2.6 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.8.3 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:

H.8.3.1 New employees at the commencement of employment;

H.8.3.2 Existing employees; and

H.8.3.3 An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.8.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.8.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.9 **UNEMPLOYED ANTI-DISCRIMINATION**

H.9.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.9.2 The Contractor shall not:

H.9.2.1 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

H.9.2.2 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:

H.9.2.2.1 Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

H.9.2.2.2 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.9.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.10 **FAIR CRIMINAL RECORD SCREENING**

- H.10.1** 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.10.2** 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.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** 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.10.5** This section and the provisions of the Act shall not apply:
- H.10.5.1** Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;
- H.10.5.2** 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;
- H.10.5.3** To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- H.10.5.4** To employers that employ less than 11 employees.
- H.10.6** 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.11** **HIPAA BUSINESS ASSOCIATE COMPLIANCE AGREEMENT (Policy No.III.10 (a).** Form dated October 13, 2016) is hereby incorporated in this HCA as Attachment J.. The Health Insurance Portability and Accountability Act (HIPAA), was amended January 17, 2013 by the U.S. Department of Health and Human Services (HHS) in the Final Omnibus Rule, to increase HIPAA privacy and security protections by implementing provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and Genetic Information Nondiscrimination Act of 2008 (GINA).
- H.12** **Mandatory Subcontracting Requirements**
- H.12.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.12.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.12.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business

enterprises are significant participants in the overall subcontracting work.

H.12.3 A prime Contractor that is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.12.1 and H.12.2.

H.12.4 Subcontracting Plan

H.12.4.1 If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.12.1. The prime Contractor responding to this solicitation that is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this solicitation shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the Contracting Officer, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.12.4.1.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.12.4.1.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.12.4.1.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.12.4.1.4** The name of the individual employed by the prime Contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.12.4.1.5** A description of the efforts the prime Contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.12.4.1.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.12.4.1.7** Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.12.4.1.8** A list of the type of records the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor will make such records available for review upon the District's request; and
- H.12.4.1.9** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.12.5 Subcontracting Plan Compliance Reporting

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of

each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.12.5.1** The dollar amount of the contract or procurement;
- H.12.5.2** A brief description of the goods procured or the services contracted for;
- H.12.5.3** The name of the business enterprise from which the goods were acquired or services contracted;
- H.12.5.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.12.5.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.12.5.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.12.5.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.12.6 **Subcontractor Standards**

A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.12.7 **Enforcement and Penalties for Breach of Subcontracting Plan**

- H.12.7.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions dated July 2010.
- H.12.7.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.12.7.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.13 **Contractor Responsibilities**

- H.13.1** The Contractor bears responsibility for ensuring that the Contractor/Subcontractor fulfills all its Agreement requirements under any task order or purchase order that is issued to the Contractor pursuant to this Agreement.
- H.13.2** The Contractor shall notify the District immediately whenever the Contractor does not have adequate staff, financial resources, or facilities to comply with the provision of services under this HCA.

H.14 **District Responsibilities**

- H.14.1** The District may conduct periodic, scheduled and unscheduled site visits for purposes of directly observing the provision of services and discussing contract performance relative to the terms and conditions of the HCA.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

- I.1.1** The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

- I.2.1** Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

- I.3.1** The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

- I.4.1** Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

- I.5.1** 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:

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.6 OTHER CONTRACTORS

I.6.1 The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

I.7.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to

commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

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

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

I.8.1.1 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.

I.8.1.2 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.

I.8.1.3 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 I.8.1.3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

I.8.1.4 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 liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

I.8.1.5 Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$1,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

I.8.1.6 Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it

carries \$1,000,000 per occurrence limits; \$3,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.

I.8.1.7 Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$2,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

I.8.2 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.

I.8.3 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.

I.8.4 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.**

I.8.5 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.

I.8.6 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.

I.8.7 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.

I.8.8 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:

Contracting Officer
Government of the District of Columbia
Office of the Attorney General
400 Sixth Street NW, 2nd Floor
Washington, DC 20001

- I.8.9** 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.8.10** 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.
- I.8.11** 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.9 **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with and maintain compliance with Equal Employment Opportunity provisions set forth in the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985. The forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 **ORDER OF PRECEDENCE**

Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

- 1) The HCA
- 2) The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated July 2010.
- 3) The HCA Contractor Qualifications Record.
- 4) The Task Order or Purchase Order.

I.11 DISPUTES

I.11.1 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

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

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.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

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.

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.

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.12 CHANGES

[Delete clause 15, Changes 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 15, Changes Clause, in its place:]

1. Changes:

- (a) The CO 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 the contract, unless the CO:
 - (1) Agrees with the 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 thirty (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 of 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 ten (10) days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason(s) 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 agree on a price for the additional work.

I.13 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:

- (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.14 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.15 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.16 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following documents are incorporated into the HCA and made a part hereof:

- J.1** Standard Contract Provisions - Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010). See Section I.1. (<https://ocp.dc.gov/node/568082>)
- J.2** Form 1900 Human Care Qualifications (<https://ocp.dc.gov/node/541232>)
- J.3** HIPAA Business Associate Compliance Agreement (<https://ocp.dc.gov/node/885092>)
- J.4** Living Wage Act Notice of 2020 (<https://ocp.dc.gov/node/1451416>)
- J.5** Living Wage Fact Sheet of 2020 (<https://ocp.dc.gov/node/1451411>)
- J.6** Service Contract Act Wage Determination No. 2015-4281, Revision 16, dated April 16, 2020
- J.7** Equal Employment Opportunity Information Report and Mayor's Order 85-85
http://app.ocp.dc.gov/Required%20Solicitation%20Attachments/EEO_solicitation_rev_2015.pdf
- J.8** Bidder/Offeror Certification Form (<https://ocp.dc.gov/node/740742>)
- J.9** Department of Employment Services First Source Employment Agreement (required for agreement expected to exceed \$300,000) <https://ocp.dc.gov/node/1417541>

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO RESPONDENTS

L.1 Qualification of Contractors and Award of HCAs

- L.1.1.** The District intends to pre-qualify Contractors and award multiple HCAs (HCA) resulting from this request for qualifications based upon the Contracting Officer's determination that the award is in the best interest of the District, considering the Contractor's qualifications, its capability of providing the services, including financial and professional responsibility, and a judgment that the price is reasonable.
- L.1.2.** The determination that an applicant is technically qualified and capable of providing the services will be based primarily upon OAG's evaluation of the responses on Form 1900 Human Care Qualifications and Past Performance references.
- L.1.3.** The District may award an HCA on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Contractor's best terms from a standpoint of cost or price, technical and other factors.

L.2 Application Organization and Content

- L.2.1** Applications must be emailed to OAG.Businessopportunities@dc.gov no later than the designated closing date and time. Paper, telephonic, telegraphic, and facsimile bids may not be accepted. All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.2** The applicant shall submit, at minimum, the following:
 - A. Signed HCA application, including pricing for each CLIN (base and option years) in section B.6 – Price Schedule
 - B. Completed Form 1900 Human Care Qualifications, including CVs for proposed staff or subcontractors
 - C. Completed Bidder/Offeror Certification Form (<https://ocp.dc.gov/node/740742>)
 - D. Completed First Source Agreement (if applicable)
 - E. EEO Statement (if applicable)
 - F. Clean Hands Certificate (<https://otr.cfo.dc.gov/page/certificate-clean-hands>)
 - G. Past Performance Form completed by at least 2 clients for which the applicant has provided similar clinical support services (<https://ocp.dc.gov/node/541222>)
- L.2.3** The applicant shall label each attachment.
- L.2.4** By signing the HCA application, the Applicant attests that it fully meets the requirements in Section C.
- L.2.5** The applicant shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

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 may be published on the Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

L.4 APPLICATION SUBMISSION DATE AND TIME

Applications must be emailed to OAG.Businessopportunities@dc.gov no system no later than the closing date and time.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder (applicant) may modify or withdraw its bid (application) by contacting the Contracting Officer at any time before the closing date and time for receipt of application.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Late Submissions

Bids or modifications to bids received after the closing date and time for receipt of bids will be considered late.

L.6.2 Late Modifications

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

L.7 ERRORS IN APPLICATIONS

Applicants are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the applicant's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relating to this solicitation, the prospective offeror shall submit the question electronically to OAG.Businessopportunities@dc.gov. The prospective bidder should submit questions no later than 3 days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than 3 days before the date set for submission of proposals. The District

will furnish responses via email or by issuing an amendment to the solicitation and posting it on 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.9 BID PROTESTS

Any actual or prospective bidder 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street NW., Suite 350N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation. PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS.

L.10 Retention of HCA Applications

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

L.11 Proposal Costs

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

L.12 Certificates of Insurance

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to the Contracting Officer.

L.13 Acknowledgement of Amendments

The Applicant shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; or (b) by letter or facsimile. The District must receive the acknowledgment by the date and time specified for receipt of applications. Applicant's failure to acknowledge an amendment may result in rejection of the application.

L.14 Familiarization with Conditions

Applicants shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that

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.15 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.15.1 To be determined responsible, a prospective contractor must demonstrate that it:

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

L.15.2 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.