

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Establish and Operate State Disbursement Unit (SDU)			Page of Pages 1   97		
2. Contract Number		3. Solicitation Number  DCCB-2021-R-0001		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  9/14/20	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of the Attorney General Support Services Division, Procurement Unit 400 6 <sup>th</sup> St, NW Washington, DC 20001				8. Address Offer to: Office of the Attorney General Support Services Division, Procurement Unit 400 6 <sup>th</sup> St, NW Washington, DC 20001				
<b>SOLICITATION</b>								
9. Email offers to <a href="mailto:OAG.Businessopportunities@dc.gov">OAG.Businessopportunities@dc.gov</a> no later than October 14, 2020 at 2:00 pm.								
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.								
10. For Information Contact	A. Name Gena Johnson		B. Telephone (Area Code) (Number) (Ext) 202 247-6448			C. E-mail Address <a href="mailto:OAG.Businessopportunities@dc.gov">OAG.Businessopportunities@dc.gov</a>		
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<b>OFFER</b>								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.								
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		
		___ Calendar days %						
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number		Date		Amendment Number		
15A. Name and Address of Offeror					16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date		
(Area Code)	(Number)	(Ext)						
15 D. Email Address								
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>								
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date		
 Government of the District of Columbia								

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

- B.1** The Office of the Attorney General (the “District”) is seeking a contractor to establish and operate its State Disbursement Unit (SDU) for the collection, processing, and distribution of child support payments.
- B.2** The District contemplates award of a contract with a fixed lump-sum price for services related to transition and implementation (section C.3.1) and fixed-unit prices for services related to the on-going operation of the SDU (sections C.3.2 through C.3.12). The estimated quantities stated in the Price Schedule reflect the best estimates available. They shall not be construed as an actual amount or to limit the quantity of services to be provided by the Contractor.

### B.3 PRICE SCHEDULE

#### B.3.1 BASE PERIOD (5 Years)

Contract Line Item Number (CLIN)	Description	Unit	Quantity	Unit Price	Extended Price
Transition and Implementation					
0001	Establishment of SDU as outlined in section C.3.1	Job	1		
Ongoing Operations					
0002AA	Operation of SDU – Base Period Year 1	Paper Collection	113,000 (estimated)		
0002AB	Operation of SDU – Base Period Year 1	Electronic Collection	280,000 (estimated)		
0002BA	Operation of SDU – Base Period Year 2	Paper Collection	113,000 (estimated)		
0002BB	Operation of SDU – Base Period Year 2	Electronic Collection	280,000 (estimated)		
0002CA	Operation of SDU – Base Period Year 3	Paper Collection	113,000 (estimated)		
0002CB	Operation of SDU – Base Period Year 3	Electronic Collection	280,000 (estimated)		

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
0002DA	Operation of SDU – Base Period Year 4	Paper Collection	113,000 (estimated)		
0002DB	Operation of SDU – Base Period Year 4	Electronic Collection	280,000 (estimated)		
0002EA	Operation of SDU – Base Period Year 5	Paper Collection	113,000 (estimated)		
0002EB	Operation of SDU – Base Period Year 5	Electronic Collection	280,000 (estimated)		
<b>TOTAL ESTIMATED PRICE – BASE PERIOD</b>					

**B.3.2 OPTION PERIOD (2 YEARS)**

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1002AA	Operation of SDU – Option Period Year 1	Paper Collection	113,000 (estimated)		
1002AB	Operation of SDU – Option Period Year 1	Electronic Collection	280,000 (estimated)		
1002BA	Operation of SDU – Option Period Year 2	Paper Collection	113,000 (estimated)		
1002BB	Operation of SDU – Option Period Year 2	Electronic Collection	280,000 (estimated)		
<b>TOTAL ESTIMATED PRICE – OPTION PERIOD</b>					

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

**B.5** For contracts in excess of \$250,000, at least 15% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

The Office of the Attorney General (OAG), Child Support Services Division (CSSD) requires a contractor to establish and operate the District's centralized State Disbursement Unit (SDU) in support of the District's Child Support Enforcement Program including the receipt, processing, deposit, and disbursement of child support related payments.

#### C.1.1 APPLICABLE DOCUMENTS

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

Document No.	Document Type	Title	Version
1	Federal Law	Title IV-D of the Social Security Act (IV-D) <a href="http://www.ssa.gov/OP_Home/ssact/title04/0400.htm">http://www.ssa.gov/OP_Home/ssact/title04/0400.htm</a>	Most Recent
2	Federal Law	The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWORA") <a href="https://www.acf.hhs.gov/css/resource/the-personal-responsibility-and-work-opportunity-reconciliation-act">https://www.acf.hhs.gov/css/resource/the-personal-responsibility-and-work-opportunity-reconciliation-act</a>	Most Recent
3	Code of Federal Regulations	26 CFR § 301.6103(n)-1 Confidentiality and Disclosure of Returns and Return Information <a href="https://law.justia.com/codes/us/1996/title26/chap61/subchapb/sec6103/">https://law.justia.com/codes/us/1996/title26/chap61/subchapb/sec6103/</a>	Most Recent.
4	US Code	26 U.S.C. §7213 (a)(2-4) Unauthorized Disclosure of Information <a href="https://www.govregs.com/uscode/26/7213">https://www.govregs.com/uscode/26/7213</a>	Most Recent
5	US Code	26 U.S.C. §§7213A (a)(2) & (b)(1)Unauthorized Inspection of Returns or Return Information <a href="https://www.govregs.com/uscode/26/7213A">https://www.govregs.com/uscode/26/7213A</a>	Most Recent
6	US Code	26 U.S.C. §7431 Civil Damages for Unauthorized Inspection or Disclosure of Returns and Return Information <a href="https://www.govregs.com/uscode/26/7431">https://www.govregs.com/uscode/26/7431</a>	Most Recent

Document No.	Document Type	Title	Version
7	US Code	5 U.S.C. §552a Records Maintained on Individuals <a href="https://www.govregs.com/uscode/5/552a">https://www.govregs.com/uscode/5/552a</a>	Most Recent
8	US Code	42.U.S.C. §654(27) State Plan for Child and Spousal Support <a href="https://www.govregs.com/uscode/42/654">https://www.govregs.com/uscode/42/654</a>	Most Recent
9	US Code	42.U.S.C. §654a(g) Automated Data Processing <a href="https://www.govregs.com/uscode/42/654a">https://www.govregs.com/uscode/42/654a</a>	Most Recent
10	US Code	42 U.S.C. §654b Collection and Disbursement of Support Payments <a href="https://www.govregs.com/uscode/42/654b">https://www.govregs.com/uscode/42/654b</a>	Most Recent
11	US Code	42.U.S.C. §657 Distribution of Collected Support <a href="https://www.govregs.com/uscode/42/657">https://www.govregs.com/uscode/42/657</a>	Most Recent
12	US Code	42.U.S.C. §666 Requirement of Statutorily Prescribed Procedures to Improve Effectiveness of Child Support Enforcement <a href="https://www.govregs.com/uscode/42/666">https://www.govregs.com/uscode/42/666</a>	Most Recent
13	Code of Federal Regulations	45 CFR §302.51 et. seq. Office of Child Support Enforcement <a href="http://www.access.gpo.gov/nara/cfr/waisidx_08/45cfrv2_08.html">http://www.access.gpo.gov/nara/cfr/waisidx_08/45cfrv2_08.html</a>	Most Recent
14	Code of Federal Regulations	45 CFR §74.53 Retention and Access Requirements for Records <a href="http://edocket.access.gpo.gov/cfr_2008/octqtr/45cfr74.53.htm">http://edocket.access.gpo.gov/cfr_2008/octqtr/45cfr74.53.htm</a>	Most Recent
15	Federal Guidelines	HHS/OCSE Dear Colleague Letter Guide for Auditing State Disbursement Units <a href="https://www.acf.hhs.gov/css/resource/state-disbursement-unit-payment-processing-and-physical-security">https://www.acf.hhs.gov/css/resource/state-disbursement-unit-payment-processing-and-physical-security</a>	Most Recent
16	Federal Guidelines	HHS/OCSE Guide for Auditing State Disbursement Units <a href="https://www.acf.hhs.gov/sites/default/files/ocse/dcl_03_17a.pdf">https://www.acf.hhs.gov/sites/default/files/ocse/dcl_03_17a.pdf</a>	Most Recent

Document No.	Document Type	Title	Version
17	Federal Guidelines	Federal Performance (OCSE) Audits, Data Reliability Audits <a href="https://www.acf.hhs.gov/css/resource/final-rule-revision-of-the-child-support-enforcement-program-audit">https://www.acf.hhs.gov/css/resource/final-rule-revision-of-the-child-support-enforcement-program-audit</a>	Most recent
18	Federal Guidelines	IRS Security Audits <a href="https://www.irs.gov/privacy-disclosure/meeting-irs-safeguards-audit-requirements">https://www.irs.gov/privacy-disclosure/meeting-irs-safeguards-audit-requirements</a>	Most recent
19	Federal Publication	IRS Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies and Entities <a href="http://www.irs.gov/pub/irs-pdf/p1075.pdf">http://www.irs.gov/pub/irs-pdf/p1075.pdf</a>	Most Recent
20	District Law	D.C. Official Code §§ Title 46. Domestic Relations Subtitle I. General Chapter 2. Child Support and Medical Support Enforcement. Subchapter I. Child Support Enforcement <a href="http://dccode.elaws.us/">http://dccode.elaws.us/</a> 46-202.01 Collection and Disbursement Unit 46-207 Implementation of Withholding 46-208 Withholding 46-211 Notice to Withhold from Holder 46-218 46-222 Interstate Withholding 46-223 Initiation of Withholding in Other Jurisdictions	Most Recent
21	Industry Standards	Generally Accepted Accounting Principles (GAAP), Federal guidelines, C.G.S. §4-32, and DCCSES Accounting Protocols <a href="https://www.investopedia.com/terms/g/gaap.asp">https://www.investopedia.com/terms/g/gaap.asp</a>	Most Recent
22	District Certification	System Access Requirements and Confidentiality Statement provided as Attachment	Most Recent

## C.1.2 DEFINITIONS/GLOSSARY OF TERMS

**C.1.2.1 Acceptable Payment** - A properly executed personal check, company check, money order, cashier's check, certified check or electronic transaction that can be assigned by the Contractor's payment processing system and can be negotiated at a financial institution.

**C.1.2.2 Arrearage** - Past due, unpaid child support owed by the non-custodial parent. If the parent has arrearages, s/he is said to be "in arrears".

- C.1.2.3 Arrears** - Total of all unpaid support.
- C.1.2.4 Audit Trail** - A permanent retrievable legible record or documentation of individual transactions or operations maintained in such a manner so as to provide an explanation of all actions taken with regard to each collection and disbursement activity.
- C.1.2.5 Backup Operating Facility** - A facility capable of functioning within forty-eight hours of a disaster at the primary operating facility.
- C.1.2.6 Beneficiary**- The person or agency/institution to whom support payments are payable. Usually the client, the local Social Services agency or 3<sup>rd</sup> and 4<sup>th</sup> party designees such as attorneys or hospitals. (See also – Client)
- C.1.2.7 Case ID #** - A computer-assigned identification code unique to a specific client/respondent relationship. This code has six characters followed by an asterisk\* and then a number that represents the numbers of NCP’s associated without that client, and is sequentially (throughout the caseload) assigned to all DCCSES cases. It should be the primary key to identification on DCCSES, but some workers still rely on the docket number.
- C.1.2.8 Check 21** - is a federal law that is designed to enable banks to handle more checks electronically, which should make check processing faster and more efficient. Today, banks often must physically move original paper checks from the bank where the checks are deposited to the bank that pays them. This transportation can be inefficient and costly. Check 21 became effective on October 28, 2004. Instead of physically moving paper checks from one bank to another, Check 21 will allow banks to process more checks electronically. Banks can capture a picture of the front and back of the check along with the associated payment information and transmit this information electronically. If a receiving bank or its customer requires a paper check, the bank can use the electronic picture and payment information to create a paper “substitute check.” This process enables banks to reduce the cost of physically handling and transporting original paper checks, which can be very expensive.
- C.1.2.9 Child Support** - Financial support paid by a parent to help support a child or children under the age of 21 of whom they do not have custody. Child support can be entered into voluntarily or ordered by a court or a properly empowered administrative agency, depending on each State’s laws. Child support can involve cases where:
- a. IV-D cases, where the custodial party (CP) is receiving child support services offered by State and local public agencies; such services include locating a non-custodial parent (NCP) or putative father (PF); establishing paternity; establishing, modifying, and enforcing child support orders; collecting distributing, and disbursing child support payments.

- b. TANF cases, where the custodial party (CP) is required to receive child support services offered by State and local agencies; such services include locating a non-custodial parent (NCP) or putative father (PF); establishing paternity; establishing, modifying, and enforcing child support orders; collecting distributing, and disbursing child support payments.
- c. IV-E cases, where the child (ren) is being raised not by one of their own parents but in the foster care system by a person, family, or institution and the case is also automatically referred to the CSE to recoup or defray the costs of foster care.
- d. Non IV-D orders, where the case or legal order is privately entered into and the CSE is not providing locate, enforcement, or collection services; often entered into during divorce proceedings.

Child support can come in different forms, including:

- a. Medical support, where the child(ren) are provided with health coverage, through private insurance from the non-custodial parent (NCP) or public assistance (e.g. Medicaid) that is reimbursed whole or in part by the NCP, or a combination thereof.
- b. Monetary payments, in the form of a one-time payment, installments, or regular automatic withholdings from the NCP's income, or the offset of State and/or Federal tax refunds and/or administrative payments made to the NCP, such as Federal retirement benefits. There are many tools available to enforce an NCP's obligation.

**C.1.2.10**      **Child Support Enforcement (CSE) Agency** - Agency that exists in every State that locates non-custodial parents (NCPs) or putative fathers (PF), establishes, enforces, and modifies child support, and collects and distributes child support money. The CSE is operated by State or local government according to the Child Support Enforcement Program guidelines as set forth in Title IV-D of the Social Security Act., also known as an "IV-D Agency."

**C.1.2.11**      **Child Support Enforcement Program** - Program which provides paternity establishment, location, support establishment, collection, and enforcement services to eligible individuals; administered by the local districts with oversight by the State.

**C.1.2.12**      **Child Support Services Division (CSSD)** - The unit within the Office of the Attorney General in the District of Columbia responsible for administering the Child Support Enforcement Program. In the District, CSSD functions as both a state and local agency.

**C.1.2.13**      **Client** - Individual for whom support payment is collected; usually the custodial parent.

- C.1.2.14**     **Client ID #** - A computer-assigned identification code derived from the DCCSES Case ID # that is assigned to the client in a child support case. This code has 6 characters.
- C.1.2.15**     **Consumer Credit Protection Act (CCPA)** - Federal law that limits the amount that may be withheld from earnings to satisfy child support obligations. States are allowed to set their own limits provided they do not exceed the federal limits. Regardless of the number or withholding orders that have been served, the maximum that may be withheld for child support is:
- a. Without arrearage
    - i. 50% with a second family
    - ii. 60% Single
  - b. With Arrearage
    - i. 55% with a second family and 12+ weeks in arrears
    - ii. 65% Single 12+ weeks in arrears
- C.1.2.16**     **Contractor** - Successful offeror to this RFP, as well as vendors providing other services to CSSD, and with which the SDU Contractor must coordinate.
- C.1.2.17**     **Custodial Parent (CP)** - The person who has primary care, custody, and control of the child (ren).
- C.1.2.18**     **Department of Employment Services (DOES)** - Agencies in each State that process unemployment insurance claims. They are also repositories of quarterly wage data, information on all employees submitted by employers, which they submit to the National Directory of New Hires (NDNH) along with the unemployment insurance claim data.
- C.1.2.19**     **Debit Card/Stored Value Card** - Usually a VISA or MasterCard that represents an account into which the Child Support Payment Center can electronically deposit custodial parents' child support payments, and from which custodial parents can access their payments by using the Card at grocery stores, other retail outlets, banks and ATM machines.
- C.1.2.20**     **Disaster** - Any occurrence, natural disaster, dereliction of duty of staff or otherwise, which results in the inability of contractor to deliver services as provided for in the contract.
- C.1.2.21**     **Disaster Plan** - A fully functional and documented strategy to provide backup capability in the event of failure at the primary operating facility.
- C.1.2.22**     **Disbursement** - Payments in the form of a check or electronic benefits transfer to beneficiaries of support monies collected on their behalf.
- C.1.2.23**     **Distribution** - The allocation of child support collected to the various types of debt within a child support case, as specified in 45 CFR 302.51 (Applicable

Document #13) including monthly support obligations, arrears, and ordered arrears.

- C.1.2.24 District of Columbia Child Support Enforcement System (DCCSES)** - The statewide computer system operated by CSSD for the purpose of Child Support Case Tracking, Management, Posting Payments to NCP cases and Disbursing support to CPs, Fiscal Accountability, and Reporting.
- C.1.2.25 Electronic Data Interchange (EDI)** - Process by which information regarding an Electronic Funds Transfer (EFT) transaction is transmitted electronically along with the EFT funds transfer.
- C.1.2.26 Electronic Funds Transfer (EFT)** - Process by which money is transmitted electronically from one bank account to another.
- C.1.2.27 Enforcement** - The application of remedies to obtain payment of a child or medical support obligation contained in a support order including garnishment of wages, seizure of assets, liens placed on assets, revocation of license (e.g., drivers, business, medical, etc.), denial of U.S. passports, etc.
- C.1.2.28 Enumeration and Verification System (EVS)** - System used to verify and correct Social Security Numbers (SSNs), and identify multiple SSNs, of participants in child support cases. EVS is operated by the Social Security Administration (SSA).
- C.1.2.29 Establishment** - The process of proving paternity and/or obtaining a court or administrative order to put a child support obligation in place.
- C.1.2.30 Federal Case Registry of Child Support Orders (FCR)** - A national database of information on individuals in all IV-D cases, and all non IV-D orders entered or modified on or after October 1, 1998. The FCR receives this case information on a daily basis from the State Case Registry (SCR) located in every State, proactively matches it with previous submissions to the FCR and with employment information contained in the National Directory of New Hires (NDNH). Any successful matches are returned to the appropriate State(s) for processing. The FCR and the NDNH are both part of the expanded FPLS, which is maintained by OCSE.
- C.1.2.31 Federal Financial Participation (FFP)** - Federal government reimbursement to states and D.C. for the administrative costs of operating the Child Support Enforcement Program.
- C.1.2.32 Federal Employer Identification Number (FEIN)** - Unique nine-digit number assigned to all employers by the Internal Revenue Service (IRS), which must be used in numerous transactions, including submitting data and responding to requests relevant to child support.

- C.1.2.33 Fiscal Agent** - A contractor, who processes payments, disburses funds and performs certain other related functions, as required, which are services that CSSD would otherwise perform to eligible individuals.
- C.1.2.34 Federal Parent Locator Service (FPLS)** - A computerized national location network operated by the Federal Office of Child Support (OCSE) of the Administration for Children and Families (ACF), within the Department of Health and Human Services (DHHS). FPLS obtains address and employer information, as well as data on child support cases in every State, compares them and returns matches to the appropriate States. This helps State and local child support enforcement agencies locate non-custodial parents and putative fathers for the purposes of establishing custody and visitation rights, establishing and enforcing child support obligations, investigating parental kidnapping, and processing adoption or foster care cases. The expanded FPLS includes the Federal Case Registry (FCR) and the National Directory of New Hires (NDNH).
- C.1.2.35 Federal Tax Refund Offset Program** - Program that collects past due child support amounts from non-custodial parents through the interception of their federal income tax refund, or an administrative payment, such as federal retirement benefits. This program has expanded to include the revocation and/or restriction of already issued passports. The cooperation of States in the submittal of cases for tax interception is mandatory, while submittal of cases for administrative interception is optional. The Federal Tax Refund Offset Program is operated in cooperation with the Internal Revenue Service, the U.S. Department of Treasury's Financial Management Service (FMS), the U.S. Department of State, and State Child Support Enforcement (CSE) Agencies.
- C.1.2.36 Garnishment** - A legal proceeding under which part of a person's wages and/or assets is withheld for payment of a debt. This term is usually used to specify that an income or wage withholding is involuntary.
- C.1.2.37 Generally Accepted Accounting Principles (GAAP)** - The common set of accounting principles, standards and procedures that companies use to compile their financial statements. GAAP are a combination of authoritative standards (set by policy boards) and simply the commonly accepted ways of recording and reporting accounting information
- C.1.2.38 Guaranteed Payment Instruments** - For purposes of this solicitation, Money Order, Cashier's Check, or Certified Checks represent payment instruments which guarantees that there were enough funds for the payment.
- C.1.2.39 Health and Human Services / Office of Child Support Enforcement (HHS/OCSE)** - The federal agency with oversight responsibilities for the State's Child Support Programs. HHS/OCSE also provides FFP to States.
- C.1.2.40 Imputed Income** - Earnings attributed to a parent based on earning capacity in the absence of employment or proof of actual income. .

- C.1.2.41** **Income** - As defined by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), income is any periodic form of payment to an individual, regardless of source, including wages, salaries, commissions, bonuses, worker's compensation, disability, pension, or retirement program payments and interest. All income (except imputed) is subject to income withholding for child support, pursuant to a child support order, but is protected by Consumer Credit Protection Act limits, both State and federal.
- C.1.2.42** **Income Withholding** - Procedure by which automatic deductions are made from wages or income, as defined in the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), to pay a debt such as child support. Income withholding often is incorporated into the child support order and may be voluntary or involuntary. The provision dictates that an employer must withhold support from a non-custodial parent's wages and transfer that withholding to the appropriate agency (the Centralized Collection Unit or State Disbursement Unit). Income withholding is also referred to as wage withholding.
- C.1.2.43** **Insufficient Funds** - A payment instrument issued from the payer's bank account where the funds equal to that payment are not available due to lack of funds or placement of a stop payment without prior notification.
- C.1.2.44** **Intercept** - A method of securing child support arrearages by taking a portion of non-wage payments made to a non-custodial parent. Non-wage payments subject to interception include Federal tax refunds, State tax refunds, unemployment benefits, lottery winnings and disability benefits.
- C.1.2.45** **IV-A** - Reference to Title IV-A of the Social Security Act covering the Federal-State Public Assistance Program generically known as cash welfare. Many clients of the Child Support Program (IV-D) began as mandatory referrals from IV-A (TANF).
- C.1.2.46** **IV-A Case** - A child support case in which a custodial parent and child (ren) is receiving public assistance benefits under the State's IV-A program, which is funded under Title IV-A of the Social Security Act. Applicants for assistance from IV-A programs are automatically referred to their State IV-D agency in order to identify and locate the non-Custodial parent, establish paternity and/or a child support order, and/or obtain child support payments. This allows the State to recoup or defray some of its public assistance expenditures with funds from the non-custodial parent.
- C.1.2.47** **IV-D** - Reference to Title IV-D of the Social Security Act, which requires that each State create a program to locate non-custodial parents, establish paternity, establish and enforce child support obligations, and collect and distribute support payments. All recipients of public assistance (usually TANF) are referred to their State's IV-D child support program. States must also accept applications from families who do not receive public assistance, if requested, to assist in collection of child support. Title IV-D also established the Federal Office of Child Support Enforcement.

- C.1.2.48**      **IV-D Agency** - A single and separate organizational unit in the state that has the responsibility for administration of the Child Support Enforcement Program. In the District, the IV-D agency is OAG/CSSD.
- C.1.2.49**      **IV-D Case** - A child support case where at least one of the parties, either the custodial parent (CP) or the non-custodial parent (NCP), has requested or received IV-D services from the State IV-D agency. A IV-D case is composed of a custodial parent, non-custodial parent or putative father and dependent(s).
- C.1.2.50**      **IV-E** - Reference to Title IV-E of the Social Security Act, which established a Federal-State program known as Foster Care that provides financial support to a person, family, or institution that is raising a child or children that is not their own. The funding for IV-E Foster Care programs is primarily from Federal sources.
- C.1.2.51**      **IV-E Case** - A child support case brought on behalf of the IV-E agency in which the District is providing benefits under Title IV-E of the Social Security Act to a person, family, or institution that is raising a child or children that are not their own. As with other public assistance cases, these cases are referred to their State IV-D agency in order to identify and locate the non-custodial parent, establish paternity and/or a child support order, and/or obtain child support payments. This allows the State to recoup or defray some of its expenditures with funds from the non-custodial parent.
- C.1.2.52**      **Local Check** - Check deposited in a depository bank that is located in the same Federal Reserve check processing region as the paying check.
- C.1.2.53**      **Medical Support** - Form of child support where medical and/or dental insurance coverage or cash medical support payments are ordered and paid by the non-custodial parent (NCP). Depending on the court order, medical support can be an NCP's sole financial obligation, or it can be one of several obligations, with child and/or spousal support being the others. Medical insurance coverage is ordered when it is available from an employer at reasonable cost to the NCP. Sometimes the court will order the custodial parent to obtain or maintain the insurance.
- C.1.2.54**      **Misapplied Payment** - A payment that is applied to an incorrect child support account.
- C.1.2.55**      **Multistate Employer** - An organization that hires and employs people in two or more States. The multistate employer conducts business within each State and the employees are required to pay taxes in the State where they work. As with single-state employers, multistate employers are required by law to report all new hires to the State directory of New Hires (SDNH) operated by their State government. However, unlike single-state employers, they have the option to report all of their new hires to the SDNH of only one State in which they do business rather than to all of them.

- C.1.2.56 Non-Custodial Parent (NCP)** - A parent who does not reside in the home of the biological child but is legally responsible for providing financial support for the child (ren).
- C.1.2.57 Non-TANF** - Describes those child support cases in which the custodial parent does not receive Temporary Assistance for Needy Families. Non-TANF cases can be former-TANF and never-TANF cases.
- C.1.2.58 Non IV-A Case** - A support case in which the custodial parent has requested IV-D services but is not receiving Temporary Assistance to Needy Families (TANF). Also known as a Non-TANF case.
- C.1.2.59 Non-Custodial Parent** - The parent who is not present in their biological child's home and is legally responsible for providing financial support for a dependent child; the non-custodial parent. (See also – Respondent)
- C.1.2.60 Non IV-D** - Cases in which neither parent is receiving IV-D services nor neither current support nor arrears are owed to the District.
- C.1.2.61 Non IV-D Orders** - A child support order issued in a non-IV-D case or a case that has become non-IV-D.
- a. A Non IV-D order is one where the State:
    - i. Is not currently providing service under the State's Title IV-A, Title IV-D, Title IV-E, or Title XIX programs.
    - ii. Has not previously provided State services under any of these programs.
    - iii. Has provided services under one of the programs but these services have terminated, no arrears are owed, and the custodial parent has declined further service.
    - iv. Has no current application or applicable fee for services paid by either parent.
  - b. A IV-D case may become a Non IV-D order when:
    - i. All child support arrearages previously assigned to the State have been paid, and/or
    - ii. The parent(s) originally making application for a State's IV-D services request(s) termination of those IV-D services.
  - c. Non IV-D orders established or modified in the State on or after October 1, 1998 must be included in the State Case Registry (SCR) for transmission to the Federal Case Registry (FCR).
  - d. A Non IV-D order can be converted into a IV-D case when the appropriate application for IV-D services is made by a parent, or when the custodial parent begins receiving Title IV-A services for benefit of the child (ren).
- C.1.2.62 Non-Local Check** - Check deposited in a depository bank that is located in a different Federal Reserve check processing region than the paying check.

- C.1.2.63 Oblige** - The person, State agency, or other institution to which child support is owed (also referred to as custodial parent when the money is owed to the person with primary custody of the child).
- C.1.2.64 Obligor** - The person who is obliged to pay child support (also referred to as the non-custodial parent or NCP).
- C1.2.65 Receiving Error** - A receiving error is defined as an incorrect recording of any of the following:
- a. Amount of the collection for the designated case;
  - b. The case number for which the collection is intended;
  - c. Collection date, which is the day of collection by the Contractor;
  - d. The receipt amount to a payor account including accurate conversion of foreign currency.
- C.1.2.66 Offset** - Amount of money intercepted from a parent's State or Federal income tax refund, or from an administrative payment such as federal retirement benefits, in order to satisfy a child support debt.
- C1.2.67 Order** - Direction of a magistrate, judge, or properly empowered administrative office to a NCP to pay a specified amount at specified intervals during the year for the support of a child.
- C.1.2.68 Order/Notice to Withhold Child Support** - The form to be used by all States that standardizes the information used to request wage withholding for child support. According to the Uniform Interstate Family Support Act (UIFSA), this form may be sent directly from the initiating State to a non-custodial parent's employer in another State.
- C.1.2.69 Payee** - Person or organization to which child support money is paid.
- C.1.2.70 Payor** - Person who makes a payment, usually non-custodial parents or someone acting on their behalf, or a custodial party who is repaying a receivable.
- C.1.2.71 Payment Date** - Date of Collection
- C.1.2.72 Payment File** - Electronic data file containing payment information, which is provided by the fiscal agent to the CSSD on a daily basis for the purpose of updating DCCSES, accounts.
- C.1.2.73 Performance Standards** - Standards of performance prescribed by the CSSD for performance of a contractor.
- C.1.2.74 Primary Operating Facility** - The Contractor shall provide a single site, within a fifteen-minute subway stop radius of One Judiciary Square, no more than four blocks from access to Metro bus or rail, and within the District of Columbia's

geographic boundaries for the sole purpose of performing the collection and disbursement functions in accordance with the contract.

- C.1.2.75 Program** - The District of Columbia Child Support Enforcement Program.
- C.1.2.76 Properly Identified Payment** - Instruments that contain two or more identifying factors such as SSN, Name, Case Number, etc.
- C.1.2.77 Quarterly Wage (QW) Data** - Data on all employees that must be submitted by employers on a quarterly basis to the State Employment Security Agency (SESA) in the State in which they operate. This data is then submitted to the National Directory of New Hires (NDNH). Minimum information must include the employee's name, address, Social Security Number (SSN), wage amount, and the reporting period as well as the employer's name, address, and Federal Employer Identification Number (FEIN). The data is then compared against child support order information contained in the Federal Case Registry (FCR) for possible enforcement of child support obligations by wage garnishment. Federal agencies report this data directly to the NDNH.
- C.1.2.78 Regulation** - Officially promulgated rules applicable to agencies, entities, and individuals. Examples include the Code of Federal Regulations (CFR) and District of Columbia Municipal Regulations (DCMR).
- C.1.2.79 Respondent** - The non-custodial parent in a child support case required to pay support, or the party answering a petition or motion.
- C.1.2.80 Special Handling Payment** - A payment that cannot be immediately processed due to but not limited to: out-of-balance; no identifying information; postdated; stale dated; mismatch between numeric and written amount; presented to the paying bank six months or more after the original issue date. Banks are not required by the [Uniform Commercial Code](#) to honor stale-dated checks and can return them to the issuing bank unpaid.
- C.1.2.81 Stale Dated Check** - A check presented to the paying bank ninety-one (91) or more calendar days after the original issue date.
- C.1.2.82 State Case Registry (SCR)** - A database maintained by each State that contains information on individuals in all IV-D cases and all Non IV-D orders established or modified after October 1, 1998. Among the data included in the SCR is the State's numerical FIPS code, the State's identification number (which must be unique to the case), the case type (IV-D vs. Non IV-D); locate information on persons listed in the case, in addition to other information. Information submitted to the SCR is transmitted to the Federal Case Registry, where it is compared to cases submitted to the FCR by other States, as well as the employment data in the National Directory of New Hires (NDNH). Any matches found are returned to the appropriate States for processing.

- C.1.2.83 State Directory of New Hires (SDNH)** - A database maintained by each State, which contains information regarding newly hired employees for the respective State. The data is then transmitted to the NDNH, where it is compared to the employment data from other States as well as child support data in the Federal Case Registry (FCR). Any matches found are returned to the appropriate States for processing. Employers are required to submit new hire data to the SDNH within 20 days of the hire date. Multistate employers (those that do business and hire workers in more than one State) have additional options on where to report new hire information. In most States, the SDNH is contained in the State Parent Locator Service (SPLS) that is part of each State IV-D agency, in others it is operated by the State Employment Security Agency (SESA).
- C.1.2.84 State Disbursement Unit (SDU)** - The single site in each State where all child support collections and disbursements payments are processed. Upon implementation of centralized collections, each state will designate its State Disbursement Unit, or SDU, to which all withheld child support payments, should be sent.
- C.1.2.85 Single State Financial** - An institution that conducts business solely within one state. These institutions are generally smaller, independent banks, credit unions, and savings and loans which operate within a single state.
- C.1.2.86 State Parent Locator Services (SPLS)** - A unit within the state Child Support Enforcement Agencies the purpose of which is to locate non-custodial parents in order to establish and enforce child support obligations, visitation, and custody orders or to establish paternity. This unit operates the State Case Registry (SCR), and in most States, the State Directory of New Hires (SDNH). (In some States the State Employment Security Agency or SESA operates the SDNH.)
- C.1.2.87 SSN** - Social Security Number
- C.1.2.88 State** - Can refer generically to states and can refer to the District of Columbia.
- C.1.2.89 Subcontractor** - Party contracting with the Contractor for performance of functions described in the RFP.
- C.1.2.90 Support Enforcement** - The process by which delinquent child support accounts are identified and appropriate actions are taken to collect past due support and to ensure future payments.
- C.1.2.91 Support Establishment** - The process by which non-custodial parent's financial obligation to his or her child is assessed and adjudicated.
- C.1.2.92 Support Order** - A judgment, decree, or order, whether temporary, final, or subject to modification, issued by a court or an administrative agency of a competent jurisdiction, for the support and maintenance of a child. This includes a child who has attained the age of majority under the law of the issuing State, or of the parent with whom the child is living. Support orders can incorporate the

provision of monetary support, health care, payment of arrearages, or reimbursement of costs and fees, interest and penalties, and other forms of relief.

- C.1.2.93 Support Payment** - A payment made pursuant to a court order or voluntary support obligation.
- C.1.2.94 Temporary Assistance for Needy Families (TANF)** - Time-limited public assistance payments made to poor families, based on Title IV-A of the Social Security Act. TANF replaced Aid to Families with Dependent Children (“AFDC”-otherwise known as welfare) when the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) was signed into law in 1996. The program provides parents with job preparation, work, and support services to help them become self-sufficient. Applicants for TANF benefits are automatically referred to their State IV-D agency in order to establish paternity and child support for their children from the non-custodial parent. This allows the State to recoup or defray some of its public assistance expenditures with funds from the non-custodial parent.
- C.1.2.95 Tax Refund Offset** - The process by which a respondent’s Federal or State tax refunds are diverted to OCSE and applied to past due child support payments.
- C.1.2.96 Title IV-A** - Title of the Social Security Act, which is the section of federal law covering the TANF program--cash assistance.
- C.1.2.97 Title IV-D** - Title of the Social Security Act which is the section of federal law covering the Child Support Program.
- C.1.2.98 Title IV-E** - Refers to Title IV-E of the Social Security Act, which is the section of federal law covering the Foster Care Program.
- C.1.2.99 Transaction Number** - A sequentially assigned number recorded on each original payment document to allow retrieval and review subsequent to processing.
- C.1.2.100 Transition - For Test of Operating Procedures** – Those tasks the Contractor will be required to complete prior to performing the collection and disbursement functions for the District’s CSSD.
- C.1.2.101 Turnover** - The process of changing control of the central collection and disbursement operation to a succeeding contractor or to the CSSD.
- C.1.2.102 Unidentified Payment** - Support payment check that cannot be disbursed because the identity of the payor is unknown, or the identity or address of the payee is unknown.
- C.1.2.103 Undistributed Collections** - Collections either applied or unapplied to a DCCSES account but have not been distributed to a beneficiary.

**C.1.2.104 Unemployment Insurance (UI) Claim Data** - Data on unemployment insurance and applicants/ claimants submitted by State Employment Security Agencies (SESAs) on a quarterly basis to the National Directory of New Hires (NDNH). Minimum information must include the employee's name, address, Social Security Number (SSN), the benefit amount, and reporting period. This data is then compared against child support order information contained in the Federal Case Registry (FCR) for possible enforcement of child support obligations by garnishment.

**C.1.2.105 Wage Assignment** - A voluntary agreement by an employee to transfer or assign portions of future wage payments including insurance premium deductions, credit union deductions to pay certain debts, such as child support.

## **C.2 BACKGROUND**

### **C.2.1 OFFICE OF THE ATTORNEY GENERAL (OAG)**

The Office of the Attorney General operates under the direction of the Attorney General and is charged with conducting all law business of the District including all suits instituted by and against the government. The Office of the Attorney General (OAG) is structured much like a private law firm, with sections devoted to specialties. Currently, the Office of the Attorney General consists of the following ten (10) major divisions with specialty sections:

- a. Child Support Services
- b. Civil Litigation
- c. Commercial
- d. Family Services
- e. Health and Human Services
- f. OAG Immediate Office
- g. Legal Counsel
- h. Personnel, Labor, and Employment
- i. Public Safety
- j. Support Services
- k. Office of the Solicitor General

### **C.2.2 CHILD SUPPORT SERVICES DIVISION (CSSD)**

**C.2.2.1** The CSSD is the District agency that operates the District's federally-funded child support program. The Division assists families by locating non-custodial parents, establishing paternity, establishing child support and medical support orders in the Family Court, and enforcing these orders through a variety of judicial and administrative means. The Division handles local and interstate matters, and currently provides services to families in more than 40,000 cases. The Division works with all custodial parents who request services, helping families who receive public benefits to achieve self-sufficiency, and enhancing the economic well-being of District children.

**C.2.3 DISTRICT OF COLUMBIA CHILD SUPPORT SERVICES PROGRAM**

**C.2.3.1** The Child Support Services Program, established by Congress in 1975 as Title IV-D of the Social Security Act (IV-D) (Applicable Document #1), mandates that States enact laws and carry out required functions to ensure that legally responsible persons, to the best of their ability, contribute toward the support of their children. The program is committed to enforcement of support obligations both for children in families receiving welfare (Temporary Assistance to Needy Families (TANF), which provides relief to taxpayers by reducing welfare costs, and also to children in non-welfare families, regardless of family income level. Child support aids such families in avoiding future dependence on welfare. Child support collected on behalf of current TANF families is shared by the Federal and District governments to reimburse those governments for TANF public assistance payments previously made to the family. In certain circumstances this is also true of families receiving Medicaid. Child support collected for former- and never-TANF families is distributed directly to these families to help them remain self-sufficient.

**C.2.3.2** The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (“PRWORA”) (Applicable Document #2), directed States to establish a centralized collections and disbursement unit (SDU) for the receipt and disbursement of child support related payments. It is required that the state’s SDU be operated by the State or by a contractor responsible to the State, and must be coordinated with the State's automated child support enforcement system.

**C.2.4 CURRENT OPERATING CONDITIONS**

**C.2.4.1 State Disbursement Unit Functions**

The existing State Disbursement Unit functions include but are not limited to the following:

- a. All functions associated with the collection and disbursement process, including handling special CSSD requests, unacceptable receipts, and unidentified and misapplied payments);
- b. Check processing and document imaging;
- c. Production and distribution of child support paper checks and electronic payment disbursements; and
- d. Electronic payment coordination via Automated Clearing House (ACH)/Electronic Funds Transfer (EFT);
- e. A customer service unit with a toll-free telephone line where custodial parties, non-custodial parents, and employers can call to ask questions concerning child support payment processing;
- f. Employer table maintenance;
- g. Collection and disbursement outreach; and
- h. Production and distribution of quarterly notices to custodial parents.

**C.2.4.2 Volume**

The yearly volume of transactions received and disbursed is provided below:

FUNCTION	Fiscal Year Volume				
	Fiscal Year 16	Fiscal Year 17	Fiscal Year 18	Fiscal Year 19	Fiscal Year 20 [Y-T-D July]
Incoming Items Processed					
Paper	128,616	125,583	119,995	113,509	91,187
Electronic	260,330	262,451	267,201	278,705	223,540
Disbursed Items Processed					
Paper	70,915	67,742	68,096	64,965	48,514
Electronic	246,320	253,338	252,787	254,848	211,495

**C.2.4.2.1** Ongoing efforts to transition incoming items processed from paper to an electronic format, has had a substantial month-to-month effect on payment processing functions throughout calendar year 2019. While electronic transition continues, it appears that the disbursement of electronic payments has recently stabilized at approximately 82 percent of total disbursements. CSSD estimates approximately 390,000 incoming items annually. It is expected that incoming payment volumes will increase annually at a rate of approximately 1 percent.

**C.2.5 GOALS AND OBJECTIVES**

The overall objectives of the services to result from this procurement and the resulting contract are as follows:

- a. Establish and maintain a centralized child support collection and disbursement operation, complete with state-of-the-art equipment, software and procedures to meet the requirements of this contract in support of the administration of the District of Columbia Child Support Services Program;
- b. Substantially improve on the current level of services provided to custodial and non-custodial parents, employers, and other affected parties, by implementing operating changes and improvements that increase efficiency and compliance with federal audit and certification standards; and
- c. Improve child support collection rates and reduce the proportion of paper checks used to receive wage withholding payments from employers and transmit child support payments to custodial parents.

**C.3 REQUIREMENTS**

The Contractor shall establish and operate the District’s centralized State Disbursement Unit (SDU) in support of the District’s Child Support Services

Division (CSSD). The Contractor must have a minimum of five (5) years of experience with establishing and operating a SDU.

### **C.3.1 TRANSITION AND IMPLEMENTATION**

**C.3.1.1** The Contractor shall provide a Transition and Implementation Plan to CSSD within fifteen (15) business days of the contract award date. This plan is subject to the CA's approval and shall, at a minimum, require the Contractor to transition existing SDU operations from the previous SDU contractor within ninety (90) calendar days of the contract effective date, with minimal interruption of SDU functions to non-custodial and custodial parents, employers, and the CSSD.

**C.3.1.2** As part of the transition process, the Contractor shall be required to conduct acceptance/validation testing, which includes volume testing, of the collections and disbursement system. The acceptance testing must be scheduled and completed in order for the production system to be implemented. At the completion of the testing, but prior to implementation, the Contractor shall reinitialize its child support database by deleting all test data and reloading the database. The Contractor shall provide an isolated development and testing environment for system changes and testing, completely separate from the SDU production system, and shall utilize the DCCSES isolated testing environment, as well. The Contractor shall complete its own in-house testing prior to the initiation of CSSD acceptance testing, to include volume testing. Data entry and processing of these collections and related disbursements are required. CSSD will monitor and verify the acceptance test results, according to parameters agreed upon by the Contractor and the District during the transition period following contract award.

**C.3.1.3** Within sixty (60) days of contract award, the Contractor shall provide, to the CA for review and approval, a final version of the Procedure Manual for operating the District's SDU that details the Contractor's specific plans and standard operating procedures (SOP) to deliver the required services.

**C.3.1.3.1** The Contractor shall ensure that the Contractor's SOP's are compliant with applicable Federal and District laws, regulations, policies, and guidelines. The SOP's shall include at a minimum the Contractor's plan and methodology for the following:

- a. Receipt of child support payments (C.3.2.1);
- b. Processing of child support payments (C.3.2.2);
- c. Source document retention and maintenance (C.3.2.3)
- d. Notice production (C.3.2.4)
- e. DCSSES data entry (C.3.2.5)
- f. Deposit of child support payments (C.3.2.6);
- g. Disbursement of child support payments (C.3.2.7);
- h. Reconcile payments (C.3.2.8)
- i. SDU operating facility (C.3.1.4);
- j. Staff (C.3.3);
- k. IT system, equipment, and software (C.3.1.5);

- l. Security and confidentiality requirements (C.3.4);
- m. Customer service unit (C.3.5);
- n. Outreach (C.3.6);
- o. Audit and internal controls (C.3.7);
- p. Quality Assurance (C.3.8);
- q. Performance standards (C.3.9);
- r. Reporting (C.3.5.11);
- s. Transition and Implementation Plan (C.3.1); and
- t. Turnover Plan (C.3.12).

**C.3.1.3.2** The Contractor shall, include in the SOPs, a comprehensive set of SDU process flow diagrams that clearly depict the Contractor and CSSD staff roles in the flow of information, documents, and electronic files both in and out of the SDU.

**C.3.1.3.3** During the term of the contract, any procedure changes must be agreed to by the contractor and the CA. The Contractor shall update the Procedures Manual within five (5) days of the date the change is approved.

**C.3.1.4 Primary Operating Facility**

**C.3.1.4.1** The Contractor shall provide a single site, within a fifteen-minute subway stop radius of One Judiciary Square, with access to Metro bus or rail within four (4) blocks, and within the District of Columbia's geographic boundaries for the sole purpose of performing the collection and disbursement functions in accordance with the contract provisions. The Contractor shall provide the location of the proposed site to the CA for approval prior to acquisition of the space.

**C.3.1.4.2** The Contractor shall operate the SDU in a manner that physically separates it from any other functions performed within the building or complex in which the SDU is located; in a manner that separates the operation from another business in which the Contractor is or becomes engaged; in a manner that fulfills all security requirements as outlined in the HHS/OCSE Guide for Auditing State Disbursement Units, and in accordance with all relevant District code and federal law, regulations, Dear Colleague Letters, and HHS Action Memoranda (Refer to the Applicable Documents listed in C.1.1).

**C.3.1.4.3** The Contractor shall ensure that the operations facility and processing site maintains applicable facility occupancy certifications and inspections. The Contractor shall provide facility certifications and inspections to the CA upon request.

**C.3.1.4.4** The Contractor shall ensure the SDU operations facility and processing site's design and layout allow for the effective and efficient fulfillment of the required services as well as the physical security requirements described in C.3.4. The Contractor shall be responsible for all modifications to the facility including modifications required to accommodate DCCSES equipment and other equipment used by on-site CSSD monitoring staff as well as establishing and maintaining the needed security, fire control, telephone and computer lines and related equipment.

**C.3.1.4.5** During the term of the contract, the Contractor shall provide one (1) office and one (1) cubicle, at the Primary Operations Facility for use by authorized CSSD staff and auditors for observing and monitoring the Contractor's operations.

**C.3.1.5 IT System Requirements, Equipment, and Software**

The Contractor shall make maximum use of state-of-the-art information technology (IT) equipment and software in order to ensure timely and accurate receipt and processing of payments.

**C.3.1.5.1** The Contractor shall provide the required IT system functionality, equipment and software necessary to conduct the required services in the most economic, efficient, and accurate manner including at a minimum the following:

- a. Allow for the secure electronic exchange of data and files in a format which allow for automated update in DCCSES system;
- b. Provides the ability to modify IT system operations to adapt to any new programmatic changes in DCCSES or a new automated data processing system;
- c. Maintain acceptable levels of data processing, programmers, and operators expertise with training in the most current versions of programs and most current models of equipment;
- d. Acquire and maintain all data processing equipment, computer hardware and software necessary to efficiently and effectively perform the required services including all titles, leases, licenses, and maintenance agreements.
- e. Create a back-up file for all electronic transmissions. In the event of an electronic transmission failure, the Contractor shall transfer the back-up file to CSSD to ensure nightly processing completion (the method/media of back-up file shall be mutually agreed upon between CSSD and the Contractor);
- f. Comply with the District's rules regarding the use of DCCSES, as stipulated in CSSD's System Access Requirements and Confidentiality Statement (Applicable Document #22); and
- g. Maintain compliance with the applicable system security requirements described in C.3.3.4.

**C.3.1.5.2 System Validation**

**C.3.1.5.2.1** The Contractor shall conduct a thorough validation of the IT system requirements including the system's hardware, software, functionality and integration with external parties.

**C.3.1.5.2.2** Prior to system implementation, the Contractor shall provide, to the CA, an IT System Validation Report certifying that the Contractor's IT system meets or exceeds the contract requirements. The Contractor shall work with CSSD and its

software enhancement and maintenance contractor to conduct and certify the Contractor's IT system.

### **C.3.2 ONGOING OPERATIONS**

The Contractor shall perform the operational processes and provide a payment processing system capable of tracking and managing an average of 10,160 paper transactions per month and 22,264 electronic transactions per month and all payment-processing functions identified in C.3.2.2.

#### **C.3.2.1 COLLECT CHILD SUPPORT PAYMENTS**

The Contractor shall provide mail processing and sorting services as outlined in sections C.3.2.1.1 and C.3.2.1.2 below to provide for the most expeditious and efficient collection of mail and electronic payments. The Contractor shall include quality assurance components to ensure minimal errors by the Contractor in performing these functions.

##### **C.3.2.1.1 Mail (Paper) Payments**

**C.3.2.1.1.1** The Contractor shall receive child support payments from all sources, including but not limited to the following:

- a. Non-custodial parents;
- b. Employers;
- c. State and Federal agencies;
- d. CSSD and its cooperative agencies;
- e. Other states;
- f. Attorneys; and
- g. Financial institutions.

**C.3.2.1.1.2** The Contractor shall perform or provide, at a minimum, the following in support of receiving paper child support payments:

- a. Establish/maintain post office boxes with the U.S. Postal Service in the District of Columbia with the capacity to accommodate at a minimum the volume of mail described in C.3.2. The Contractor shall provide evidence of post office boxes within one (1) week from contract award. Note that there are currently established post office boxes. The District would like to maintain those boxes if possible.;
- b. Develop and implement a daily (Monday – Friday, excluding Federal holidays) mail pickup schedule utilizing a bonded courier service;
- c. Record the daily item count of all mail received on behalf of CSSD and make the count available to the CA upon request;
- d. Date and time stamp all incoming envelopes immediately upon receipt prior to opening;
- e. Open and date stamp envelope contents upon opening;
- f. Sort mail and forward correspondence to CSSD or the Court

(correspondence forwarded to the Court shall also be copied concurrently to CSSD) by either faxing it or imaging and emailing it, while retaining the original, unless otherwise instructed by CSSD on the day the mail was received;

- g. Verify the negotiability of each instrument as to endorsement, signature of maker, stale dating, and postdating; and
- h. Processing 99.9% of acceptable paper payments processed on the same day retrieved from the mailboxes (not including receipts that require research or are determined to be unacceptable).

**C.3.2.1.1.3** If checks are received at CSSD, CSSD staff will scan the check to the Contractor so that the Contractor can process the payment. The Contractor shall process the scanned payment in accordance with section C.3.2.1 Mail (Paper) Payment.

**C.3.2.1.2 Electronic Payments**

**C.3.2.1.2.1** The Contractor shall receive electronic child support payments from sources including, but not limited to the following:

- a. Non-custodial parents;
- b. Employers;
- c. State and Federal agencies;
- d. Child Support Services Division (CSSD and its cooperative agencies; and
- e. Other states.

**C.3.2.1.2.2** The Contractor shall maintain an Electronic Payment Processing Plan to provide for the most expeditious and efficient processing of electronic payments. The Contractor's Electronic Payment Processing Plan shall address at a minimum the following:

- a. Receipt and processing of payments;
- b. Data-storage and retention (C.3.2.3);
- c. Quality assurance components to ensure minimal errors; and
- d. Processing of at a minimum 99.9% of acceptable electronic payments on the same day (not including receipts that require research or are determined to be unacceptable).

**C.3.2.2 PROCESS CHILD SUPPORT PAYMENTS**

**C.3.2.2.1 Mail (Paper) Payments**

**C.3.2.2.1.1** The Contractor shall provide a fully automated payment processing system to process incoming mail (paper) payments. The Contractor's incoming mail processing system shall at a minimum provide or include the following

- a. Identify incoming paper payments as one of the following:
  - 1. Properly Identified Payments – payments that include
    - i. Non-custodial parent's name

- ii. Social Security Number
  - iii. DCCSES case number
  - iv. Amount
  - v. Payment type and
  - vi. Date of receipt for employer payments;
2. Special Handling Payments – payments including but not limited to the following:
- i. Payments without Social Security Number or case number, but with any of the following identifiers: custodial party name, non-custodial parent name, DCCSES case number, or Court Docket Number
  - ii. Foreign currency
  - iii. Payments that are not legible or contain no identifying information
  - iv. Payments received from CSSD identified as special handling
  - v. Checks received from employers as income withholding where the amount of the check is not equal to the amount of the transmittal, the check is received without a transmittal, or a transmittal is received without a check
  - vi. Payment from an employer or court without identifying information
  - vii. Payments received where the written and numeric amounts do not agree
  - viii. Post-dated payments
  - ix. Payments written to the incorrect payee
  - x. Stale-dated checks; and
  - xi. Non-sufficient funds checks.
- b. Maintain a list of acceptable payees which includes appropriate and most common payees submitting incoming payments. The current payee list includes: D.C. Child Support Clearinghouse; Child Support Services; D.C. Superior Court; Child Support Enforcement. The Contractor shall not add, modify, or delete payees without the consent of the CA;
- c. Research and resolve payment problems for Special Handling Payments, prior to entry into DCCSES including the identification of the reason the

payment cannot be processed and ensure the necessary steps to eliminate the barrier preventing is eliminated; and

- d. Enter 99.9% of acceptable paper payments processed on the same day (not including payments that require research or are determined to be unacceptable) payment into DCCSES.

**C.3.2.2.2 Electronic Payments**

**C.3.2.2.2.1** The Contractor shall receive and transmit payments via the Automated Clearing House (ACH), upload files to the bank, download files from the bank, and resolve file transfer issues.

**C.3.2.2.2.2** The Contractor shall maintain an ACH/EFT Plan that includes or addresses at a minimum the following:

- a. Describing the specific application capabilities within the framework of the SDU;
- b. Processing EFT/EDI files;
- c. Assisting employers with EFT questions;
- d. Providing employers with an EFT/EDI package and case reconciliation spreadsheet;
- e. Reconciling employer information;
- f. Promoting electronic payments and conducting outreach to employers about the ACH/EFT Plan;
- g. Developing and providing ACH/EFT protocols with employers, out-of-state child support agencies, and individual child support payers;
- h. Entering 99.9% of acceptable ACH/EFT payments processed on the same day (not including payments that require research or are determined to be unacceptable) into DCCSES; and
- i. Quality assurance components to ensure accurate, efficient processing of ACH/EFTs.

**C.3.2.2.3 ACH Debit Program**

**C.3.2.2.3.1** The Contractor shall process all incoming ACH Debit payments received from on-line scheduled bank account payments.

**C.3.2.2.3.2** The Contractor shall develop and provide an ACH Debit Plan that includes or addresses at a minimum the following:

- a. Describe the specific application capabilities within the framework of the SDU;
- b. Processing EFT/EDI files;
- c. Assisting employers with EFT questions;
- d. Providing employers with an EFT/EDI package and case reconciliation spreadsheet;
- e. Reconciling employer information;

- f. Promoting electronic payments and conducting outreach to employers about the ACH Debit Plan;
- g. Developing and providing ACH Debit protocols with employers, out-of-state child support agencies, and individual child support payors;
- h. Entering 99.9% of acceptable EFT/EDI payments processed on the same day (not including payments that require research or are determined to be unacceptable) into DCCSES; and
- i. Quality assurance components to ensure accurate, efficient processing of ACH Debit payments.

**C.3.2.2.4 Electronic Payment Alternatives (Other)**

CSSD encourages the use of other payment alternatives to simplify the collection or payment processes, achieve greater efficiency, and provide savings to the District. Once approved by CSSD, the Contractor shall provide, implement, and maintain other electronic payment alternatives or technology.

**C.3.2.2.5 Payment Application Problem Resolution**

**C.3.2.2.5.1** The Contractor shall provide the required support, such as conducting research and making the necessary correction in the Contractor's system, to resolve payments and payment application problems. A payment application problem occurs when DCCSES cannot apply a payment to an account in DCCSES as identified in the daily application problems report to be provided to the Contractor by the CA. The Contractor shall conduct the required research necessary to identify and understand the specific problem and implement the required corrective action to resolve and eliminate the problem within five (5) days permitting the accurate disbursement of funds.

**C.3.2.2.6 Foreign Currency Processing**

**C.3.2.2.6.1** The Contractor shall process all foreign currency payments, paper or electronic, using appropriate currency exchange rates, and established standard operating procedures.

**C.3.2.2.6.2 Foreign Currency Processing Plan**

The Contractor shall maintain a Foreign Currency Processing Plan describing in detail the Contractor's process for applying foreign currency exchange rates to convert payments to U.S. Dollars.

**C.3.2.2.7 Forged/Fraudulent Checks**

**C.3.2.2.7.1** The Contractor shall identify and assist the District with recovery of forged and other fraudulently negotiated disbursements.

**C.3.2.2.7.2 Forged/Fraudulent Check Plan**

The Contractor shall maintain a Forged/Fraudulent Check Plan to include details for identifying and recovering forged and fraudulently negotiated checks.

**C.3.2.3 SOURCE DOCUMENT RETENTION AND MAINTENANCE**

**C.3.2.3.1** The Contractor shall retain an image of paper and electronic source documents and a record of all transactions including the receipt of mail and electronic payments, processing, deposit, and disbursement of child support payments.

**C.3.2.3.2** The Contractor shall maintain a Source Document Retention and Maintenance Plan to provide or include at a minimum the following:

- a. A detailed plan for the retention, storage, and access to all payment-related documentation in accordance with District rules and regulations;
- b. Description of the detailed methods and media to be used to retain and maintain source documents;
- c. Description of the digital imaging capacity and the application of this technology to support, enhance and improve the delivery of the required services;
- d. Procedures to be used to ensure the retrieval of requested source documents within 48 hours of a request; and
- e. Provide CSSD with all imaged information and access to view source document images.

**C.3.2.4 NOTICE PRODUCTION**

**C.3.2.4.1 Quarterly Notices** - The Contractor shall print and mail quarterly account activity notices to custodial parties. In executing this responsibility, the Contractor shall:

- a. Prepare mail according to USPS specifications for ZIP+4 presort;
- b. Use optical character recognition (OCR) national presort capabilities;
- c. Use automatic sorting equipment capable of reading and applying five- and eleven-digit post net bar codes;
- d. Print output files on electronic data transfer in ZIP+4 order.
- e. Process and mail multi-page notices; and
- f. Supply postage and any required shipping charges including any special mailings required and authorized by CSSD.

**C.3.2.4.1.1** The Contractor shall include, in its Procedures Manual, a Notice Production Schedule to provide the date each quarter that Notices will be mailed.

**C.3.2.4.2 Ad Hoc Notices** - The Contractor shall have the capability to produce, fold, insert, and mail additional notices including, but not limited to informational inserts to be included with the Contractor-generated notices as required by the District and any other additional notices deemed necessary to the project and in accordance with specifications provided by the CA.

**C.3.2.5 DCCSES DATABASE**

The District will provide access to DCCSES to the Contractor. The Contractor shall provide data-processing capabilities including hardware, software, security, and staff expertise to interface with DCCSES. The Contractor shall post payment information in a format and manner compatible with DCCSES for the purpose of automatic application of payments to individual accounts. The Contractor shall ensure no receipting errors result in an overpayment; and the Contractor shall maintain a data entry error rate of less than 0.3% per month.

**C.3.2.5.1 On-going Cleanup**

Upon request, the Contractor shall provide assistance with on-going cleanup of the DCCSES data to eliminate name and address duplication in the employer table.

**C.3.2.5.2 Employer File Maintenance**

Upon request, the Contractor shall update the employer table by adding and updating data on the same day as received.

**C.3.2.5.3 Custodial Parent Address Change Functions**

**C.3.2.5.3.1** The Contractor shall update DCCSES with new custodial party address and employment status changes information on the same day the information contained in the change of address requests from custodial parties is received and when such requests are accompanied by supporting documentation from the custodial party and as approved by CSSD.

**C.3.2.5.3.2** The Contractor shall access DCCSES and complete data entry necessary to suppress future mailings when mail items returned from the Post Office denote an invalid address for a custodial party or a non-custodial parent.

**C.3.2.6 DEPOSIT CHILD SUPPORT PAYMENTS**

**C.3.2.6.1 Deposit to District Accounts**

The Contractor shall deposit at a minimum 99.9% of payments that can be processed on the same day received including money orders, cash, ACH, and other payment types into designated District of Columbia bank accounts.

**C.3.2.6.2 Deposit of Payments Plan**

The Contractor shall maintain a Deposit of Payments Plan that includes or addresses at a minimum the following:

- a. Ensure compliance with all relevant Federal and State laws, rules, and guidelines (C.1.1);

- b. Encode and endorse each check/money order;
- c. Utilization of Check 21 in the Contractor's daily deposits and account reconciliation procedures;
- d. Ensure the use of a bonded courier service to transport deposits which do not comply with Check 21 to the depository bank;
- e. Reconcile the total deposit to DCCSES daily to ensure that all items processed are accounted for;
- f. Processing, documenting, and verifying of deposit of payments into the District account in a timely manner;
- g. Reconciliation of payments;
- h. Quality assurance components to ensure the accurate deposit of funds, security of deposits, and effective reconciliation procedures (C.3.2.6.3); and
- i. Development of validation logic to serve as an audit trail for payments.

**C.3.2.6.3 Deposit Account and Reconciliation Procedures**

**C.3.2.6.3.1** The Contractor shall not commingle any District child support deposits with those of any of the Contractor's other clients.

**C.3.2.6.3.2** The Contractor shall perform or provide at a minimum, the following reconciliation procedures for child support deposits:

- a. Balance and reconcile all receipts and deposits to DCCSES daily and bank account reconciled monthly within 10 business days of receipt of statement;
- b. Maintain monthly full account reconciliation services for depository accounts including, but not limited to, accounting for each day's work, system transactions and totals, deposits, and adjustments;
- c. Maintain statements of depository accounts that shall contain the number of payments deposited for the statement period; and
- d. Perform quality checks on all output as work is performed and as items are delivered and necessary backend controls, such as monthly account reconciliation and separate sampling performed by the Contractor's quality assurance staff.

**C.3.2.7 DISBURSE CHILD SUPPORT PAYMENTS**

**C.3.2.7.1 Mail (Paper) Payments**

The Contractor shall ensure compliance with 42 U.S.C. §654b (Applicable Document #10) and provide prompt payment distribution of Properly Identified Payments within two (2) business days after receipt of the payment. Properly Identified Payments shall include, but are not limited to:

- a. Payments from non-custodial parents;
- b. Payments from the D.C. Superior Court;
- c. Income withholding transmittal and payment totaling amount due;

- d. Payments from employer for single payer with Social Security number or case number;
- e. Payments from employer for multiple payers with Social Security Number or case number;
- f. Electronic payments with Social Security number or case number; and
- g. Payments from out-of-state agency with Social Security number, case number, and payment type.

**C.3.2.7.1.1** The Contractor shall at a minimum perform or provide the following in support of the timely distribution of Properly Identified Payments:

- a. Print and mail all checks via first class mail each business day except for District holidays for which the Contractor receives a disbursement file from DCCSES; Print and mail approximately 280 per day or 64,100 annually checks;
- b. Ensure compliance with the following DCCSES check file requirements:
  - 1. Ability to accommodate information text to be printed on the check stub
  - 2. Ability to presort
  - 3. Contains a bar code and
  - 4. Bundle checks by zip code.
- b. Design and produce checks with detachable stub that contains the following data elements:
  - 1. Payer name
  - 2. Custodial Parent Name
  - 3. Custodial Parent PIN Number
  - 4. Check date
  - 5. Reference number
  - 6. Case number
  - 7. Check amount
  - 8. Total year to date amount
  - 9. Check number and
  - 10. Social Security number
- c. Print checks on generic check stock with District-defined information including the District Seal, a void pantograph, micro printing, and an artificial watermark added during the printing process;
- d. Duplicate an electronically generated signature of the District's Authorized Designee on each check; and
- e. Ability to cancel and reissue payments through DCCSES on return of the original item within one (1) business day for checks returned by the payee due to at a minimum the following:
  - 1. stale date
  - 2. incorrect address
  - 3. incorrect amount, or
  - 4. wrong payee

**C.3.2.7.1.2 Security of Checks Plan**

The Contractor shall ensure the security of paper checks. The Contractor shall detail, in the Procedure Manual, the Contractor's security policies and procedures to be implemented, including the following:

- a. Compliance with the production of checks as described in C.3.2.7.1.1;
- b. Security of checks during the production and storage; and
- c. Monitoring of and maintaining the proper inventory level of checks.

**C.3.2.7.1.3 Returned Disbursement Checks**

**C.3.2.7.1.3.1** The Contractor shall research and resolve returned disbursement checks from the recipient, postal service, or child support office within one (1) business day of receipt.

**C.3.2.7.1.3.2** The Contractor shall:

- a. Ensure that 100% of returned checks recorded into DCCSES within one (1) business day of receipt;
- b. Ensure that 100% of stale checks recorded from DCCSES void file before the next bank statement; and
- c. Ensure that 100% of returned checks recorded from DCCSES before the next bank statement.

**C.3.2.7.1.4 Lost and Stolen Disbursement Checks**

**C.3.2.7.1.4.1** The Contractor shall resolve issues involving lost and stolen disbursement checks, including the reissuing of replacement checks, within one (1) business day of receiving notice of a lost or stolen check.

**C.3.2.7.1.5 Un-cashed Checks**

The Contractor shall resolve issues associated with un-cashed disbursement checks.

**C.3.2.7.2 Electronic Payments**

The Contractor shall electronically transfer, to the District's bank, the file of electronic payments each business day except for Federal holidays on which the Contractor receives a disbursement file from DCCSES.

**C.3.2.7.2.1 Direct Deposit**

The Contractor shall disburse electronic payments through the direct deposit of payments.

**C.3.2.7.2.2 Direct Deposit Plan**

The Contractor shall maintain a Direct Deposit Plan. The Contractor's Direct Deposit Plan shall include or address, at a minimum, the following:

- a. A plan to maintain the District's existing direct deposit program for the SDU;
- b. Research and problem solving;
- c. Maintenance;
- d. Marketing and customer outreach;
- e. Procedures to follow when direct deposit payments are returned by the payee's bank; and
- f. Resolution of file transmission issues with the bank.

**C.3.2.7.2.3 Debit Card**

**C.3.2.7.2.3.1** The Contractor shall maintain a debit card program that provides custodial parents with access to child support payments via debit cards transactions at automated teller machines (ATM) machines, banks, and retail establishments and allows for the depositing of child support payments to CP accounts.

**C.3.2.7.2.3.2 Debit Card Program Plan**

The Contractor shall maintain a Debit Card Program Plan that details, at a minimum, the Contractor's plan to:

- a. Maintain the existing debit card program providing the custodial party access to child support payments via a debit card; and
- b. Marketing/Customer Outreach to educate CPs about the debit card program.
- c. If the Contractor proposes an alternative debit card program, the program must minimally include all elements of the existing program including marketing, customer transition, implementation, and maintenance of the program.

**C.3.2.8 RECONCILE PAYMENTS**

**C.3.2.8.1 Misapplied Payments**

**C.3.2.8.1.1** Upon written notification, from the CA, of a misapplied payment, the Contractor shall:

- a. Ensure that a misapplied child support payment is issued to the correct custodial party by initiating referrals to CSSD when a payment has been misapplied to a nonpublic assistance account;
- b. Initiate referrals to CSSD when a payment has been misapplied to a foster care (IV-E/non-IV-E) account;
- c. Initiate referrals to CSSD to perform the appropriate void and reissue functions on DCCSES when a payment has been misapplied to a public assistance account;

- d. Accept responsibility for all research and recovery of misapplied payments in the case of misapplied payments resulting from contractor error;
- e. Reimburse CSSD for any misapplied payment resulting from contractor error; and
- f. Ensure that reimbursement shall occur no later than two (2) weeks from the date that the misapplied payment is identified (reimbursement method shall be determined by the District). If the funds have been disbursed, the Contractor shall immediately deposit the misapplied funds amount into the CSSD Paper Receipts Bank Account and process a payment to the correct recipient.

**C.3.2.8.1.2 Misapplied Payments Plan**

The Contractor shall maintain a Misapplied Payments Plan to include at a minimum the following:

- a. Provide detail procedures to identify misapplied payments due to resultant contractor error;
- b. Describe methods to be used to avoid misapplied payments;
- c. Provide detailed procedures to recover misapplied payments; and
- d. Provide statistical information that details ratio of correctly applied versus misapplied payments.

**C.3.2.8.2 Insufficient Funds**

**C.3.2.8.2.1** The Contractor shall at a minimum provide or perform the following upon notice of insufficient funds:

- a. Provide written notification to payers immediately following verification of insufficient funds from the District's depository financial institution (Citibank, is the existing financial institution for the CSSD );
- b. Track all information related to insufficient funds payments; and
- c. Require payers to submit guaranteed payment instruments for all subsequent payments until such time as CSSD authorizes return to standard payment method.

**C.3.2.8.2.2 Insufficient Funds Plan**

The Contractor shall maintain an Insufficient Funds Plan to include at a minimum the Contractor's process to:

- a. Provide written notification to payers immediately following verification of insufficient funds from the District's depository financial institution (Citibank, is the existing financial institution for the District and the current State Disbursement Unit contractor);
- b. Ensure restitution of insufficient funds from non-custodial parents, employers, and out-of-state agencies requiring payers to submit

guaranteed payment instruments for all subsequent payments until such time as CSSD authorizes return to standard payment method;

- c. Track and recover insufficient funds payments from non-custodial parents, employers, and out-of-state agencies; and
- d. Avoid reoccurrence of insufficient funds payments from non-custodial parents, employers, and out-of-state agencies.

### **C.3.2.8.3 Rejected Electronically Disbursed Payments**

**C.3.2.8.3.1** The Contractor shall research, resolve, and provide customer service for all undeliverable electronically disbursed payments within one (1) business day of receiving notice of an undeliverable.

### **C.3.2.8.3.2 Rejected Electronically Disbursed Payments Plan**

The Contractor shall provide a detailed plan, in the Contractor's standard operating procedures, to resolve undeliverable electronically disbursed payments.

### **C.3.2.8.4 Disbursement Account Reconciliation Procedures**

**C.3.2.8.4.1** The Contractor shall perform or provide at a minimum, the following reconciliation activities for the disbursement account:

- a. Listing sequentially paid checks by serial number including amount paid;
- b. Providing CSSD all paid check information for each month in an electronic file format designated by the CSSD
- c. Listing outstanding checks;
- d. Listing voided and cancelled checks;
- e. Listing miscellaneous credits and debits;
- f. Comparing checks presented for payment with issue records and reviewing exception items prior to payment; and
- g. Reconcile all disbursement accounts daily and bank account reconciled monthly within 10 days receipt of statement.

### **C.3.2.9 IT SYSTEM RECOVERY PLAN**

The Contractor shall maintain a System Recovery Plan to protect the Contractor's systems, information, and documents to ensure the smooth operation in the event that all or part of the Contractor's operations or computer services are rendered unusable for any period of time. The Contractor's System Recovery Plan shall include or address all facets of the Contractor's operations including at a minimum the following:

- a. Continuity of operations;
- b. Planned and unplanned system maintenance;
- c. A daily back-up;
- d. A sample test scenario and annual exercise; and
- e. Identification of a Backup Operating Facility.

**C.3.2.10 BUSINESS PROCESS IMPROVEMENTS**

During the term of the contract, the Contractor shall provide recommendations for services and/or processes related to the operation of the State Disbursement Unit that will enhance the effectiveness and efficiency of the SDU. The Contractor shall provide detailed descriptions of the proposed services/processes improvements to the CA for review and consideration.

**C.3.3 STAFF, ORGANIZATION, AND SUPERVISION**

**C.3.3.1 Key Personnel**

The Contractor shall provide the following key personnel to perform or provide the required services:

- a. Project Director
- b. Application Manager
- c. Implementation Manager
- d. Training Manager
- e. Customer Services Manager
- f. Security and Technical Services Manager
- g. Project Director;
- h. Customer Service Manager; and
- i. Technology Manager.

**C.3.3.2 Other Staff**

The Contractor shall provide other staff as necessary to support the successful delivery of the required services.

**C.3.3.3 Organizational Chart**

**C.3.3.3.1** The Contractor shall include, in its Procedures Manual, an organizational chart to describe the Contractor's staff assigned to perform the required services. The organizational chart shall include the key staff identified in C.3.3.1, other staff described in C.3.3.2, position name, and the reporting lines of authority. The Contractor's organizational chart shall be consistent with the Contractor's Staffing Plan (C.3.3.4).

**C.3.3.3.2** The Contractor shall submit, to the CA, an updated organizational chart at a minimum twice a year.

**C.3.3.4 Staffing Plan**

The Contractor shall include, in its Procedures Manual, a staffing plan to describe the specific positions to be used by the Contractor to successfully provide the required services. The Staffing Plan shall include at a minimum the following:

- a. The titles of each position;
- b. The percent of time each position will be utilized in the completion of the required services;
- c. The selection and recruitment of staff;
- d. The required qualifications and skill sets needed; and
- e. Staff training and development (C.3.5.2.6).

### **C.3.3.5 Position Descriptions**

The Contractor shall include, in its Procedures Manual, position descriptions for each of the Contractor's staff appearing on the Contractor's organizational chart. The Contractor's position descriptions shall identify or include at a minimum the following:

- a. Minimum education requirements;
- b. Minimum experience required;
- c. Functional responsibilities;
- d. Supervisor;
- e. Required training and development; and
- f. Performance standards;

### **C.3.3.6 Staff Training and Development**

#### **C.3.3.6.1**

The Contractor shall ensure that all staff to contribute to the performance of the required services are qualified and receive initial and on-going training to ensure the delivery of quality services, compliance with the contract's requirements, and successfully achieving the performance standards. The Contractor shall maintain accurate and up to date training records for all staff; and make them available upon request by the CA. The Contractor shall ensure all staff receives at a minimum the following training and development:

- a. Initial training and orientation on the required services to be provided and the Contractor's systems and procedures to be used in the delivery of the required services;
- b. Comprehensive on-going training on DCCSES to ensure Contractor's staff understand navigating the DCCSES and are familiar with the use and functions of all screens. CSSD will provide the Contractor the initial training on DCCSES;
- c. Security related requirements and security training including the completion of security release documents prior to performing services under this contract and before being provided access to the District's CSSD information;
- d. Quarterly operational and procedural training sessions; and
- e. Mandatory annual training, required by the IRS, for all staff regarding safeguarding of Federal tax information.

#### **C.3.3.6.2 Staff Training and Development Curriculum and Schedule**

The Contractor shall include, in its Procedures Manual, a Staff Training and Development Curriculum and Schedule to include a description and schedule of staff training sessions consistent with requirements discussed in C.3.3.6.1. The Contractor shall obtain the written approval of the CA prior to the use and implementation of the Staff Training and Development Curriculum and Schedule.

**C.3.3.6.3 Staff Training and Development Materials**

The Contractor shall develop and provide training materials for all staff training and development described in C.3.3.6.1. The Contractor shall obtain the written approval of the CA prior to the use and distribution of the staff training and development materials.

**C.3.4 SECURITY AND CONFIDENTIALITY**

**C.3.4.1** The Contractor shall comply with all applicable Federal and District of Columbia laws and regulations regarding confidentiality and CSSD General Policy regarding Safeguarding of Information (no disclosure of any information about an applicant or recipient of IV-D services or a non-custodial parent which is obtained from any source or in any manner in the course of a child support investigation will be made, except in connection with the administration of the IV-D program - reference 45 CFR 303.21).

**C.3.4.2** The Contractor shall take all reasonable steps including, but not limited to, maintaining restricted access to the facility, alarms, locked files, cameras, and security guards (if appropriate) to ensure the physical safety of persons and property. The Contractor shall take all reasonable steps to protect data under its control by using devices and methods including, but not limited to, alarm systems, locked files, guards, cameras, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data.

**C.3.4.3** The Contractor shall take reasonable steps including restricted terminal access, restricted access to input and output documents to prevent unauthorized use of passwords, access logs, badges, or other methods designed to prevent loss of or unauthorized access to electronically or mechanically held data (methods used shall include, but not be limited to, restricted terminal access, restricted access to input and output documents, and other such restrictions designed to protect DCCSES data).

**C.3.4.4** The Contractor shall ensure that no District of Columbia child support data shall reside independently on any mobile devices including laptops, Blackberries, flash drives, or any other electronic storage devices.

**C.3.4.5** The Contractor shall inform each of its employees having any involvement with personal data, child support information, or other confidential information of the laws and regulations governing confidentiality.

- C.3.4.6** The Contractor shall provide mandatory annual training for all staff regarding safeguarding of Federal tax information (C.3.3.6.1 e.).
- C.3.4.7** The Contractor shall cooperate with CSSD in taking all steps deemed advisable by CSSD to enjoin misuse, regain possession, and protect the District's rights and the data subject's privacy.
- C.3.4.8** The Contractor shall allow access to any personal data held in its possession, solely to those employees of CSSD who require such information in the performance of their occupational responsibilities.
- C.3.4.9** The Contractor shall agree to implement any improvements or modifications resulting from periodic SDU physical security reviews.
- C.3.4.10** The Contractor shall ensure each of the Contractor's staff to contribute to the performance of the required services reviews and signs a System Access Requirements and Confidentiality Statement (Applicable Document #22) after contract award. The System Access Requirements and Confidentiality Statement shall acknowledge and commit the Contractor's staff to abide by CSSD's rules governing the use of DCCSES and applicable laws and regulations in performing his/her responsibilities.
- C.3.4.11** The Contractor shall notify the CA in writing on the day that any of the following incidents occur:
- a. Any misuse or unauthorized use of operator password which has resulted in unauthorized access of DCCSES;
  - b. Any suspected or actual theft of SDU receipts;
  - c. Any damage of SDU receipts;
  - d. Any failure to mail checks which are ready for distribution that day; and
  - e. Any subpoena, improper use, copy or removal of personal data in the Contractor's possession except as obtained by an authorized representative of CSSD (such notification shall be immediate orally and during the same day in writing).
- C.3.4.12** The Contractor shall comply with and assume responsibility for compliance by its employees including the following requirements:
- a. All work shall be done under the supervision of the Contractor or the Contractor's employees;
  - b. Any income tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Contractor shall be prohibited;

- c. All income tax returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material;
- d. Certify that the data processed during the performance of this contract shall be completely purged from all data storage components of its computer facility, and no output will be retained by the Contractor upon contract expiration or termination . If immediate purging of all data storage components is not possible, the Contractor shall certify that any IRS data remaining in any storage component shall be safeguarded to prevent unauthorized disclosures;
- e. The Contractor shall destroy any spoilage or any intermediate hard copy printouts, and shall provide or make available electronically, to the CA or his/her designee, a statement containing the date of destruction, description of material destroyed, and the method used;
- f. All computer systems processing, storing, or transmitting Federal tax information shall meet the requirements defined in IRS Publication 1075 (Applicable Document #19). To meet functional and assurance requirements, the security features of the environment must provide for managerial, operational, and technical controls. All security features shall be available and activated to protect against unauthorized use of and access to Federal tax information;
- g. No work involving Federal tax information furnished under this contract shall be subcontracted without prior written approval of the IRS; and
- h. The District will have the right to terminate the contract if the Contractor fails to provide the safeguards described above.

**C.3.4.13** The Contractor acknowledges and understands the following criminal/civil sanctions applicable to services performed under this contract:

- a. The Contractor's officers or employees to whom return or return information is or may be disclosed shall be notified in writing by the Contractor that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. The Contractor shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRS sections 7213 and 7431 and set forth at 26 CFR § 301.6103(n)-1;
- b. The Contractor's officers or employees to whom return or return information is or may be disclosed shall be notified in writing by the Contractor that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of

this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure of returns or return information to anyone without an official need to know such information shall constitute a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one year, or both, together with the costs of prosecution. The Contractor shall also notify each such officer or employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRS section 7213A and 7431; and

- c. The Contractor shall inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- d. The Contractor's access to Federal tax information must be preceded by the understanding of each individual, to whom the Contractor grants access to such information, of the District's security policy and procedures for safeguarding IRS information. The Contractor must maintain its authorization to access Federal tax information through attending annual recertification training provided by CSSD. The initial certification and recertification must be documented and placed in the District's files for review. As part of the certification and at least annually afterwards, the District shall advise the contractor of the provisions of IRS Sections 7431, 7213, and 7213A (see Exhibit 6, IRS Sec. 7431 Civil Damages for Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter shall also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches, as set forth in Section 10 of IRS Publication 1075 (reference Applicable Document 19). For both the initial certification and the annual certification, each individual provided access to Federal tax information by the Contractor must sign, either with ink or via electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**C.3.4.14** The Contractor shall permit OCSE, IRS and District officials to send its officers and employees into the offices of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. As a result of such inspection, specific corrective measures to be performed by the Contractor may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

**C.3.4.15 Security and Confidentiality Plan**

The Contractor shall maintain a Security and Confidentiality Plan to address at a minimum the following processes and procedures to:

- a. Ensure the physical safety of data under its control and to prevent loss or unauthorized removal of manually held data;
- b. Prevent unauthorized use of passwords, access logs, badges, or other methods designed to prevent loss of or unauthorized access to electronically or mechanically held data;
- c. Inform each of its employees having any involvement with personal data, child support information, IRS data, or other confidential information of the laws and regulations governing confidentiality and safeguarding of such information, including sanctions for failure to comply with the laws and regulations described in C.3.4.12 and C.3.4.13; and
- d. Ensure compliance with the requirements described in this section - C.3.4.

**C.3.5 CUSTOMER SERVICE**

**C.3.5.1 Customer Service Unit**

The Contractor shall operate a customer service unit to address issues raised by custodial parents and employers concerning child support payments. The Contractor's customer service unit shall include or provide at a minimum the following:

- a. Qualified and trained staff including multilingual staff;
- b. Compliance with the District's customer service standards;
- c. Assistance to employers, interstate agencies, state child support personnel, CSSD personnel, payors or their legal representatives regarding receipt and disbursement information via a toll free

- telephone number available twenty-four hours per day, seven days per week;
- d. General problem resolution regarding lost, damaged, misapplied or delayed receipts;
- e. Customers with the appropriate agency telephone number as necessary;
- f. Forward correspondence to appropriate office within 48 hours of receipt; and
- g. Assistance to payors regarding where to send payments;

### **C.3.5.2 Customer Service Plan**

The Contractor shall implement and maintain a Customer Service Plan to address the Contractor's fulfillment of the requirements described in C.3.5 and maintain at a minimum the following performance levels:

- a. Maintain an abandoned (unanswered) call rate of less than 15%;
- b. Ensure callers hold time does not exceed 1.5 minutes; and
- c. Ensure call pick-up by a Customer Service Representative within 4 rings.

### **C.3.6 OUTREACH**

**C.3.6.1** The Contractor shall develop and implement an outreach plan to promote the District's SDU elements to increase the number of employers submitting wage withheld payments via electronic media and increase the number of custodial parents receiving payments via direct deposit, or using debit cards. The Outreach plan shall include at a minimum the following:

- a. A public relations campaign to notify child support customers and the general public of new State Disbursement Unit management;
- b. Coordinate and communicate changes and other relevant information concerning the operations of the SDU to employers and parents;
- c. Promotion of the Contractor's Direct Deposit Plan;
- d. Promotion of the Contractor's ACH Debit Program; and
- e. Mechanism to measure the increase the number of employers submitting wage withheld payments via electronic media and increase the number of custodial parents receiving payments via direct deposit or using debit cards.

### **C.3.7 AUDIT AND INSPECTIONS**

#### **C.3.7.1 Independent Audit**

The Contractor shall conduct, at its own expense, an independent audit of the Contractor's system of internal accounting control relative to the processing of all child support billings, receipts, and disbursements in accordance with the following federal performance audit standards and guidelines:

- a. HHS/OCSE Dear Colleague Letter Guide for Auditing State Disbursements Units (Applicable Document #15);
- b. HHS/OCSW Guide for Auditing State Disbursement Units (Applicable Document # 16);
- c. Federal Performance (OCSE) Audits, Data Reliability Audits (Applicable Document #17);
- d. IRS Security Audits (Applicable Document #18);
- e. IRS Publication 1075 Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities (Applicable Document #19); and
- f. Generally Accepted Accounting Principles (GAAP) (Applicable Document # 20).

**C.3.7.2** The Contractor shall perform and provide the results of the first audit within one year of assuming responsibility for the SDU operations and then on an annual basis thereafter.

**C.3.7.3 Audit and Inspection Plan**

The Contractor shall maintain an Audit and Inspection Plan to include at a minimum the following:

- a. Conduct an audit in accordance with the requirements described in C.3.7.1 and includes all detail all control weaknesses;
- b. Issue a report of findings within thirty calendar days of the final audit report being issued;
- c. Permit CA to access all audit work papers;
- d. Maintain and store all SDU payment records until audited or for a period of seven years from the date of transaction, whichever comes first;
- e. Adhering to external audit requests; and
- f. Provide document shredding to be conducted at the contractor's site in accordance to the established document retention schedule (destruction of records not in accordance with the retention schedule cannot commence until CSSD has received the Contractor's written request and has provided its written consent to such request).

**C.3.8 QUALITY ASSURANCE**

**C.3.8.1** The Contractor shall maintain quality assurance and internal control processes and procedures to ensure the integrity, compliance, and continuous improvement of the SDU. The Contractor's quality assurance policies shall address all aspects of the SDU system including at a minimum the following:

- a. Receipt of child support payments (C.3.2.1);
- b. Processing of child support payments (C.3.2.2);
- c. Deposit of child support payments, (C.3.2.6);
- d. Disbursement of child support payments (C.3.2.7);

- e. Physical security of the SDU operating facility (C.3.1.4);
- f. Monitoring of staff (C.3.3);
- g. Performance, maintenance and performance of the Contractor’s IT system, equipment, and software (C.3.1.5);
- h. Ensuring compliance to the security and confidentiality requirements (C.3.4);
- i. Monitoring and measuring the activities of the customer service unit (C.3.5);
- j. Assessment of outreach efforts (C.3.6);
- k. Audit and internal controls (C.3.7); and
- l. Consistent compliance with performance standards (C.3.9), and producing accurate, on-time reports (C.3.12).

**C.3.8.2 Internal Controls**

The Contractor shall use generally recognized accounting standards and methods of administration designed to assure that persons responsible for handling cash receipts of support do not participate in accounting or operating functions that would permit them to conceal in the accounting records the misuse of support receipts.

**C.3.8.3 Quality Assurance and Internal Controls Plan**

The Contractor shall maintain quality assurance policies and internal controls to ensure the successful completion and continuous improvement of the required services. The Contractor’s Quality Assurance and Internal Control Plan shall include or address at a minimum the requirements described in C.3.8.1 and C.3.8.2.

**C.3.9 PERFORMANCE STANDARDS**

The Contractor shall maintain compliance with the following performance standards. The Contractor’s failure to achieve the performance standards described below will result in the assessment of a penalty for non-performance as described in the tables below and the development of Corrective Action Plans as described in C.3.9.8:

**C.3.9.1 Transition and Implementation**

<b>Contract Section</b>	<b>Performance Standard</b>	<b>Surveillance Method</b>
C.3.1	Complete successful and transition	\$10,000 first day and \$5,000 per day thereafter

**C.3.9.2 Receipt of Child Support Payments**

<b>Contract Section</b>	<b>Performance Standard</b>	<b>Surveillance Method</b>
C.3.2.1.1.2 b	Daily mail pickup in accordance with mail pick-up schedule	A random sampling of the pick-up schedule via on-line access to contractor's system.
C.3.2.1.1.2 f	Sort mail and forward correspondence to CSSD or the Court (correspondence forwarded to the Court shall also be copied concurrently to CSSD) by either faxing it or imaging and emailing it, while retaining the original, unless otherwise instructed by CSSD on the day the mail was received	A random sample of such correspondence shall be viewed via on-line access to compare dates received by the SDU (all incoming documents shall be imaged and date stamped) vs. dates received by CSSD or the Court.
C.3.2.1.1.2 h	Processing 99.9% of acceptable paper payments processed on the same day (not including receipts that require research or are determined to be unacceptable)	Daily Management Reports, Performance Tracking Reports,(via on-line access) and random on-site monitoring by CSSD representatives as appropriate.

**C.3.9.2 Processing of Child Support Payments**

<b>Contract Section</b>	<b>Performance Standard</b>	<b>Surveillance Method</b>
C.3.2.2.1.1 d	Enter 99.9% of acceptable paper payments processed on the same day (not including payments that require research or are determined to be unacceptable) into DCCSES.	Daily Management Reports, Performance Tracking Reports, (via on-line access) and random on-site monitoring by CSSD representatives as appropriate.
C.3.2.2.2.2 h	Enter 99.9% of acceptable ACH/EFT payments processed on the same day (not including payments that require research or are determined to be unacceptable) payment into DCCSES;	Daily Management Reports, Performance Tracking Reports, (via on-line access) and random on-site monitoring by CSSD representatives as appropriate.
C.3.2.2.3.2 h	Enter 99.9% of acceptable EFT/EDI payments processed on the same day (not including payments that require research or are determined to be unacceptable) into DCCSES	Daily Management Reports, Performance Tracking Reports, (via on-line access) and random on-site monitoring by CSSD representatives as appropriate.
C.3.2.5.1	Conduct the required research necessary to identify and understand the specific problem, and implement the required corrective action to resolve and eliminate	A random sample of required searches via on-line access.

<b>Contract Section</b>	<b>Performance Standard</b>	<b>Surveillance Method</b>
	the problem within five (5) days permitting the accurate disbursement of funds.	
C.3.2.3.2	Retrieval of requested source documents within the required 48 hours	A random sample of requested documents via on-line access.
C.3.2.4.1	Notice Productions mailed in accordance with Notice Production Schedule	Monthly review of Notice Production Schedule
C.3.2.5.2	Maintain the employer table on an on-going basis, adding, and updating data on the same day as received.	A random sample of requested updates
C.3.2.5.3.1	Update DCCSES with new custodial party address and employment status changes information on the same day the information contained in the change of address requests from custodial parties when such requests are accompanied by supporting documentation from the custodial party and as approved by CSSD	A random sample of requested updates
C.3.2.5	Ensure no receipting errors result in an overpayment	Daily Management Reports, Performance Tracking Reports, (via on-line access) and random on-site monitoring by CSSD representatives as appropriate.
C.3.2.5	Maintain a Data entry error rate of less than 0.3% per month.	Daily Management Reports, Performance Tracking Reports, via on-line access and random on-site monitoring by CSSD representatives as appropriate

**C.3.9.4 Deposit of Child Support Payments**

<b>Contract Section</b>	<b>Performance Standard</b>	<b>Surveillance Method</b>
C.3.2.6.1	Deposit at a minimum 99.9% of payments that can be processed on the same day including money orders, cash, ACH, and other payment types into designated District of Columbia bank accounts	Daily Management Reports, Performance Tracking Reports, via on-line access and random on-site monitoring by CSSD representatives as appropriate
C.3.2.6.3.2 a	Balance and reconcile all receipts and deposits to DCCSES daily	Daily Management Reports, Performance

<b>Contract Section</b>	<b>Performance Standard</b>	<b>Surveillance Method</b>
		Tracking Reports, via on-line access and random on-site monitoring by CSSD representatives as appropriate.

### C.3.9.5 Disbursement of Child Support Payments

<b>Contract Section</b>	<b>Performance Standard</b>	<b>Surveillance Method</b>
C.3.2.7.1	Provide prompt payment distribution of Properly Identified Payments within two (2) business days receipt of the payment.	Daily Management Reports, Performance Tracking Reports, via on-line access and random on-site monitoring by CSSD representatives as appropriate
C.3.2.7.1.1 a	Print and mail all checks via first class mail each business day except for District holidays for which the Contractor receives a disbursement file from DCCSES;	Comparing the check write file received from DCCSES with the Contractor's daily check print report.
C.3.2.7.1.3.1	Research and resolve returned disbursement checks within 24 business hours of receipt	A random sample of returned disbursements via on-line access.
C.3.2.7.1.3.2 a	Ensure that 100% of returned checks recorded into DCCSES within 1 business day of receipt	A random sample of returned disbursements via on-line access.
C.3.2.7.1.3.2 b	Ensure that 100% of stale checks recorded from DCCSES void file before the next bank statement	A random sample of returned disbursements via on-line access.
C.3.2.7.1.3.2 c	Ensure that 100% of returned checks recorded from DCCSES before the next bank statement.	A random sample of returned disbursements via on-line access.
C.3.2.7.1.4.1	Reissue replacement checks, within one (1) business day of receiving notice of a lost or stolen check	A random sample of replacement checks via on-line access.
C.3.2.7.2	The Contractor shall electronically transfer funds each business day except for Federal holidays on which the Contractor receives a disbursement file from DCCSES.	Comparing the check write file received from DCCSES with the Contractor's daily check print report.
C.3.2.8.4.1 g	Reconcile all disbursement accounts daily and bank account reconciled monthly within 10 days receipt of statement	Daily Management Reports, Performance Tracking Reports, via on-line access

<b>Contract Section</b>	<b>Performance Standard</b>	<b>Surveillance Method</b>
		and random on-site monitoring by CSSD representatives as appropriate.

**C.3.9.6 SDU Supporting Requirements**

<b>Contract Section</b>	<b>Performance Standard</b>	<b>Surveillance Method</b>
C.3.4	Ensure compliance with the security and confidentiality requirements	\$5,000 per incident
C.3.5.2.a	Maintain an abandoned Call Rate of less than 15%;	A random sample of abandoned Call
C.3.5.2.b	Ensure callers hold Time does not exceed 1.5 minutes	A random sample of callers hold Time
C.3.5.2.c	Ensure Call Pick-Up by Customer Service Representative within 4 rings	A random sample of Call Pick-Up
C.3.6.1	Increase the number of employers submitting wage withheld payments via electronic media and increase the number of custodial parents receiving payments via direct deposit, or using debit cards	Electronic Funds Transfer, Electronic Payments and Debit Program
C.3.11	Daily Reports due the next business day and Monthly Reports due on the 2nd business day of the next month	\$50 per report per day late

**C.3.9.7 Performance Standards Tracking Report**

The Contractor shall develop and provide a monthly Performance Standards Tracking Report to monitor and measure each of the performance measures identified in C.3.9 above. The Performance Standard Tracking Report shall document compliance with these quantifiable standards with logs kept by the Contractor.

**C.3.9.8 Corrective Action Plan**

**C.3.9.8.1** The Contractor shall develop a Corrective Action Plan (CAP) for any case of non-compliance or poor performance with the performance standards described above in C.3.9 including but not limited to instances where CSSD believes that Contractor’s quality assurance and internal control efforts are inadequate. The Contractor shall develop and submit a CAP, within three (3) business days of CSSD’s request, for the review and approval of the CA. The CAP shall include, at a minimum the following:

- a. A definition of the problem;

- b. Contractor's proposed course of action for resolving the problem;
- c. Staff members assigned responsibility for resolving the problem;
- d. Timeframes for beginning and completing the CAP; and
- e. Reporting periods for reporting progress to CSSD.

### **C.3.10 MEETINGS**

The Contractor shall hold mutually arranged informal meetings with CSSD to review State Disbursement Unit issues and procedures. CSSD and the Contractor will mutually arrange a meeting schedule.

### **C.3.11 REPORTS**

#### **C.3.11.1 Management Reports**

The Contractor shall develop and provide access to a variety of daily and monthly management reports to include but not limited to:

- a. The item count of mail received;
- b. The number of items and dollars collected for each type of receipt category;
- c. The total items and dollars deposited by receipt;
- d. Daily check print report;
- e. Monthly reports indicating the number of phone calls received, abandoned calls, average call lengths, and any other standard call monitoring indicators
- f. All additional management information, as defined by CSSD and the Contractor shall be contained in a Performance Tracking Report.

#### **C.3.11.2 Bi-Weekly Status Reports**

The Contractor shall provide bi-weekly status reports to CSSD summarizing its activities and highlighting any issues over the two week period that the report covers. The reports shall be in a format acceptable to CSSD.

### **C.3.12 TURNOVER PLAN**

The Contractor shall provide for continuity of the SDU operations until either the District or a new contractor has assumed responsibility for the operations of the SDU. The Contractor's Turnover Plan shall be developed in accordance with Section I.11 Continuity of Services and shall include the turnover, at no additional cost to the District, all equipment and software used in operating the SDU including the transfer of possession of, all titles and leases to, equipment, licensing rights to software, data files, application programs, and documentation.

## **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)
- E.2** CSSD may periodically audit the Contractor's payment processing system unannounced. The unannounced audits will be in addition to any audit conducted by the Federal Office of Child Support Enforcement. CSSD reserves the right to determine the auditing periods for which the Contractor shall make available, the timing of the requests for the data, and if the data presented is sufficient to meet the intent of the auditing provisions of this section.

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

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of for five (5) years from date of award specified on the cover page of this contract.

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

- F.2.1** The District may extend the term of this contract for a period of one (1) two-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3** The price for the option period shall be as specified in the Section B of the contract.
- F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven (7) years.

### **F.3 DELIVERABLES**

The Contractor 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.9 in accordance with the following:

<b>SOW Section</b>	<b>Description</b>	<b>Due Date</b>
C.3.1.1	Transition and Implementation Plan	Within 15 days of contract award
C.3.1.3	Procedures Manual including specific plans and SOPs (C.3.1.3.1) and Process Flow Diagrams (C.3.1.3.2)	Within 60 days of contract award
C.3.1.3.3	Updates to Procedures Manual	Within 5 days of approval of a procedure change
C.3.1.4.1	Location of Primary Operating Facility	Prior to acquisition of space
C.3.1.4.3	Facility Certifications and Inspection	Upon request
C.3.1.4.5	Office Space at Primary Operating Facility	Ongoing
C.3.1.5.2.2	System Validation Report	Prior to system implementation
C.3.2.1.1.2	Post Office Boxes – numbers and location	One week from contract award
C.3.2.4	Quarterly Notices	Quarterly according to established schedule
C.3.2.4.2	Ad Hoc Notice	Upon request
C.3.2.6.3.2	Bank Statement Reconciliation	Within 10 business days of statement receipt
C.3.2.10	Service/Process Recommendations	Ongoing
C.3.3.6.3	Training Material	Prior to scheduling training
C.3.4.12.e.	Document Destruction Statement	Upon request
C.3.7.2 / C.3.7.3 b.	Audit Results	Within 30 days after report issuance
C.3.9.7.1	Corrective Action Plan	Within 3 business days of notification of corrective action
C.3.11.2	Bi-weekly Status Reports	Bi-weekly
C.3.12/ I.11	Turnover Plan	

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

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

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

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

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

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

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

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

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

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

### **G.4 PAYMENT**

For CLIN 0001, the District will pay the full amount (less any applicable liquidated damages) due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

For CLINs 0002 and 1002, the District will pay the contractor on a monthly basis based on the number of collections in each month at the unit prices stated in section B.3.

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

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

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

## **G.6 THE QUICK PAYMENT ACT**

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

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% 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:

**G.6.1.1.1** The date on which payment is due under the terms of the contract;

**G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

**G.6.1.1.4** 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 after:

**G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food product;

**G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.1.2.3** 15<sup>th</sup> day after any other required payment date.

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

**G.6.2 Payments to Subcontractors**

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

**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 must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% 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:

**G.6.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** 15<sup>th</sup> day after any other required payment date.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

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

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

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

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

Gena Johnson  
Office of the Attorney General  
600 V St, NW  
Washington, DC 20001  
E-mail address: gena.johnson@dc.gov

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACT ADMINSTRATOR (CA)**

- G.9.1** The CA is responsible for general administration of the contract 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.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
  - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

**Name of CA (TBD)**  
**Title of CA**  
**Address**  
**Telephone**

**Fax**  
**E-mail address**]

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

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

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

## **G.10 REIMBURSEMENT FOR FEDERAL FINES**

In the event that the Federal Government assesses penalties against the District for failing to comply with 42 USC 654(b), or any other Federal code, regulation or law, the Contractor shall be required to reimburse the District for these penalties within thirty (30) days after being notified by the CA of such penalty.

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

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

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

**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 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2015-4281, dated April 23, 2020, issued by the U.S. Department of Labor in accordance with the Service

Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PREGNANT WORKERS FAIRNESS**

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

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

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

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

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

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

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

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

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

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

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

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

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

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

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

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

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

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

**H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

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

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

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

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

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

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

**H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

**H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

**H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

**H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**H.6 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

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

**H.7 RESERVED**

**H.8 RESERVED**

**H.9 SUBCONTRACTING REQUIREMENTS**

**H.9.1 Mandatory Subcontracting Requirements**

- H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

### **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

### **H.9.3 Copies of Subcontracts**

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

### **H.9.4 Subcontracting Plan Compliance Reporting**

**H.9.4.1** If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

**H.9.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

### **H.9.5 Annual Meetings**

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

#### **H.9.6 Notices**

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

#### **H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

#### **H.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:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

**H.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.

## **SECTION I: CONTRACT CLAUSES**

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

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**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

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**

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

### **I.5 RIGHTS IN DATA**

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**

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**

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**

- A. **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. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in

writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

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

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

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured

Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3<sup>rd</sup> party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$50,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 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.

6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
7. 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 \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 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.
8. 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) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

**C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

**D. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided

above will not in any way limit the contractor's liability under this contract.

- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:  
(Name of Contracting Officer/Agency)  
(Address)  
(Phone Number)  
(E-mail Address)**

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

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with 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**

The contract awarded as a result of this RFP will contain the following clause:

### **ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

## **I.11 DISPUTES**

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

### **14. Disputes**

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

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

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iii) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

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

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision;  
and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## I.12 CHANGES

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

### 15. Changes:

- (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 this contract, unless the CO:
  - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to

the subcontractor for the additional work to be performed by the subcontractor;

- (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
- (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.

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

### **I.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 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.

## **I.15 CONTINUITY OF SERVICES**

**I.15.1** The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- I.15.1.1** Execute and participate in transition activities in accordance with the Contractor's Transition Plan, including but not limited to the transfer of any data related to the collection, processing and distribution of child support payments completed during the term of the contract, transfer of any unprocessed payments, transfer of any equipment designated as the property of the District;
- I.15.1.2** Furnish phase-out, phase-in (transition) training; and
- I.15.1.3** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.15.2** The Contractor shall, upon the CO's written notice:

- I.15.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and
  - I.15.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.
- I.15.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.15.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.15.5** Only in accordance with a modification issued by the CO, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

## **I.16 MULTIYEAR CONTRACTS**

A multiyear contract 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. The funds must be available for the first fiscal period at the time of award, and the contract must be signed by the Contracting Officer. The first fiscal year requirements of the contract, and funds for requirements in each subsequent contract term, shall be obligated one (1) fiscal year at a time.

**I.17 CANCELLATION OF MULTIYEAR CONTRACTS**

At the end of the fiscal year, a multiyear contract shall be canceled if sufficient budget authority is not available to fund the contract during a subsequent fiscal year.

**I.18 CANCELLATION CEILING**

In accordance with Article 26, Multiyear Contract, of the District of Columbia Standard Contract Provisions for use with On-line Solicitations and Purchase Orders Only, dated July 2010, in the event of cancellation of the contract because of non-appropriation of funds for the fiscal year, there will be a cancellation ceiling of zero dollars.

**SECTION J: ATTACHMENTS**

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

Attachment Number	Document
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.2</b>	U.S. Department of Labor Wage Determination 2015-4281 dated 4/23/20
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”

Attachment Number	Document
J.7	Tax Certification Affidavit available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.8	Subcontracting Plan (if required by law) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”

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

Bidder/Offeror Certification Form

available at <http://ocp.dc.gov>,  
under Quick Links click on “Required Solicitation Documents”

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

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

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

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

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

In accordance with 27 DCMR § 5035, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in §§ 5035.9 and 5035.10. If the CO elects to proceed with negotiations under §5035.10, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

**L.2.1** This solicitation will be conducted electronically. To be considered, an offeror must submit the required proposal, certifications and attachments to OAG.BusinessOpportunities@dc.gov before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

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

**L.2.3** The offeror shall submit in its electronic submittal: (1) a technical proposal, (2) a price proposal, and (3) all required certifications and attachments.

#### **L.2.4 Proposal Instructions:**

**L.2.4.1** The Offeror shall address in its Technical Proposal, the following:

##### A. Technical Approach

- i. The Offeror shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should demonstrate to the District that the Offeror has established and operated a SDU for a minimal of five (5) years and understands the requirements and the level of effort necessary to successfully provide the required services. The Offeror shall describe its general approach to meeting the requirements

and detail the Offeror’s established processes and procedures for the specific tasks and subtasks involved. Mere reiterations of RFP tasks and subtasks are strongly discouraged. The Offeror shall detail its planned use of subcontractor(s) on this contract.

- ii. The technical proposal shall include a response to, at minimum, the following tasks and subtasks outlined in the Statement of Work (Section C):

<b>Tasks/Subtasks</b>	<b>Proposal Response Requirement</b>
Transition and Implementation (C.3.1)	It is essential that there is no break in service between the incumbent and selected contractor. The Offeror shall provide a detailed draft Transition and Implementation Plan to meet the requirements of this RFP. The plan should also include the proposed schedule and risk management methodology. The Offeror shall identify activities for each key stakeholders (including the current contractor), critical decision points of each and mitigation efforts to ensure timely transition, and training needs. The Offeror shall describe its plan for recruitment of staff; location of office space; acquisition of equipment, inventory, supplies, materials, etc.; and other critical events and deliverables to assume full responsibility of all services within the designated transition timeframe.
On-going Operations (C.3.2)	The Offeror shall describe the software it proposes to use to collect and process payments, including system capabilities and functionality. The Offeror shall provide a flowchart(s) of the overall processes to manage and track child support payments.
Collection of Payments (C.3.2.1)	The Offeror shall describe its planned processes to collect both paper and electronic payments. The Offeror must provide the methodology for opening, sorting and processing mail. The Offeror’s response must specifically address the list of all sources utilized to identify information when provided with a payment.
Source Document Retention (C.3.2.3)	The Offeror’s response must specifically address the document retention requirements.
Notice Production (C.3.2.4)	The Offeror shall describe its system’s capability to provide the required notices.
Interface with DCCSES (C.3.2.5)	The Offeror shall describe its approach to meeting the requirements, including how the offeror’s system currently interfaces with other enforcement systems. The Offeror shall describe any obstacles that it foresees.
Deposits and Account Reconciliation (C.3.2.6 and C.3.2.8)	The Offeror shall describe its planned processes to ensure payments are correctly applied. The Offeror shall describe its internal controls and operating standards for reconciling accounts.

<b>Tasks/Subtasks</b>	<b>Proposal Response Requirement</b>
Disbursements (C.3.2.7)	The Offeror shall describe its proposed system and processes to disburse both paper and electronic payments, including the use of debit card services; ensure accuracy of disbursements; reconcile accounts; and resolve errors.
System Recovery (C.3.2.9)	The Offeror shall describe its business operations continuity and disaster recovery plan.
Business Process Improvements (C.3.2.10)	The Offeror shall provide a narrative of any business process improvement initiatives that it has recommended to a client and has been implemented.
Staffing and Training (C.3.3.6)	The Offeror shall describe its proposed Staffing and Training Plan both at start-up and ongoing.
Security and Confidentiality (C.3.4)	The Offeror shall describe its security protocols and processes for maintaining confidentiality.
Customer Service (C.3.5)	The Offeror shall describe its proposed customer service center, including telecommunications infrastructure, equipment, hardware, software, and customer service business operation processes and procedures.
Outreach (C.3.6)	The Offeror shall describe its approach to providing outreach.
Audits (C.3.7)	The Offeror's response must specifically address audit methodology and reports.
Quality Assurance (C.3.8)	The Offeror shall provide its proposed Quality Assurance Plan. The Offeror shall describe the methodology it will use to ensure achievement of the performance standards listed in C.3.9.
Reporting (C.3.11)	The Offeror shall describe its system's capabilities to provide the required reports.

## B. Technical Expertise

- i. The Offeror shall include information relating to its organization, personnel, and experience to demonstrate its experience in providing payment collection and processing services as outlined in this RFP.
- ii. The Offeror shall provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Offeror's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A brief description of each contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP.
- iii. The Offeror shall describe the experience and expertise of each subcontractor that demonstrates that the subcontractor has successfully performed work on

contracts of a similar size and scope to the work that the subcontractor is designated to perform.

- iv. The Offeror shall outline its project management approach, including providing an organizational chart with names, roles, and reporting structure for staff and subcontractors to be assigned to this project. The Offeror shall provide the resume or bio describing the qualification and experience of key personnel. In the event the Offeror must hire staff if awarded the contract, the Offeror shall outline its recruitment plan.

C. Past Performance

For each client reference, the Offeror shall provide a contact name, telephone number and email address. The District will contact the references to obtain a past performance evaluation.

D. Subcontracting Plan

The offeror shall include in its Technical Proposal a completed Subcontracting Plan.

E. Certifications and other Required Attachments

The offeror shall include the following: Bidder/Offeror Certification, First Source Agreement, EEO Statement, Clean Hands, Business License.

**L.2.4.2** The Offeror shall include in its Price Proposal, the following:

- A. A price for all CLINs for each year of the base period and option period.
- B. A breakdown of the unit price by the following categories:

CLIN 0001 - Transition and Implementation (Establishment of SDU as outlined in section C.3.1)

Facility Acquisition	
Equipment Acquisition including software, hardware, furniture	
Transition Services (detail assumptions regarding number of personnel and number of hours)	

CLIN 0002 – Ongoing Operations (Operation of SDU)

Collection Services	
Payment Processing	
Disbursement	
Mailing (Notices)	
Record Retention	

Customer Service	
Outreach	

**L.2.5 Alternative Technical Proposals (Optional)**

The District will consider alternate technical proposals where the offeror proposes an approach that will increase efficiency, improve performance and/or reduce costs by altering some of the requirements in the RFP. If an offeror chooses to submit an alternate proposal, the offeror must clearly identify the attachment as a supplemental proposal (i.e. separate from the technical and price proposals outlined in L.2.4). The offeror shall specifically identify which section(s) of the SOW, the offeror is requesting the District consider revising; how (if accepted) the change would increase efficiency, improve performance and/or reduce costs; and whether the proposed change has been implemented in any other SDUs.

The District will first review the initial technical and price proposals submitted. Then prior to any negotiations, the District will review any alternative technical proposals. If the District accepts any change to the SOW, an amendment will be issued revising the SOW. All offerors would be given the opportunity to revise its technical and price proposals based on that accepted change. The District will evaluate the revised proposals using the same evaluation criteria stated in section M.3.

**L.2.6** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

**L.2.7** Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.2.8** The District will reject any offer that fails to include a subcontracting plan that is required by law.

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

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror’s proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District

proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

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

**L.4.1.1** Proposals must be emailed to OAG.Businessopportunities@dc.gov no later than the closing date and time.

**L.4.1.2** Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

**L.4.1.3** It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments submitted before the closing time.

**L.4.2 Withdrawal or Modification of Proposals**

An offeror may notify the Contracting Officer, via email, if it intends to modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

**L.4.3 Late Proposals**

The District will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals, unless the CO determines that acceptance of the late proposal or modification is in the best interest of the District.

**L.4.4 Late Modifications**

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

**L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically to OAG.Businessopportunities@dc.gov. The prospective offeror should submit questions no later than **five (5)** days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than five (5) days before the date set for submission of proposals. The District will 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.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

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

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

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

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

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

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

## **L.8 PROPOSAL PROTESTS**

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

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

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

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

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

### **L.11 PROPOSAL COSTS**

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

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

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

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

The offeror shall acknowledge receipt of any amendment to this solicitation by including a signed copy with its proposal.. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

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

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR §5035.9 (b), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR §5035.

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

Each proposal must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of offeror;

**L.15.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

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

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

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

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

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

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

- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

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

**L.19 KEY PERSONNEL**

**L.19.1** The District considers the following positions to be key personnel for this contract:

- Project Director
- Application Manager
- Implementation Manager
- Training Manager
- Customer Services Manager
- Security and Technical Services Manager

**L.19.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

**SECTION M - EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

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

**M.2 TECHNICAL RATING**

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

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

		correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

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

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

**M.3 EVALUATION CRITERIA**

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

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

**M.3.1.1 Technical Approach (40 Points maximum)**

**M.3.1.1.1** This evaluation factor considers the proposed technical approach for this project, including the proposed Transition and Implementation Plan to have the SDU operational within 90 days of contract award. This evaluation factor considers whether the identified facility conforms to the requirements in section C.3.1.4 including location, size, layout, and physical security.

- M.3.1.1.2** The Offeror’s proposed software system proposed has the functionality and capabilities to provide the required services. The Offeror identified its ability to use new developments in technology.
- M.3.1.1.3** This evaluation factor considers the extent to which the Offeror’s proposed approach to providing the required services is complete and thorough including detailed methodology, processes and procedures to provide the required services in Section C. The Offeror has satisfactorily addressed, in its proposal, the key tasks and subtasks. The Offeror shall also be evaluated on identifying new processes or ways that will make the process better.
- M.3.1.1.4** This evaluation factor considers whether the Offeror’s proposed approach demonstrates how the Offeror intends to meet the performance standards stated in the solicitation. The Offeror demonstrated the ability to deliver services in the required timeframe set by the Federal government. The Offeror demonstrated its knowledge and application of recognized industry standards and best practice models.

**M.3.1.2 Technical Expertise (25 Points maximum)**

- M.3.1.2.1** This factor considers whether the Offeror has demonstrated its experience and expertise in providing services similar to that required for this contract, including that it has established and has operated a SDU for at least five years.
- M.3.1.2.2** This factor considers whether the Offeror has outlined an acceptable project management approach in terms of a staffing plan that shows an adequate level of staff and an organizational chart which clearly describes and delineates roles and responsibilities and reporting structure.
- M.3.1.2.3** The factor considers the extent to which the key personnel (Refer to C.3.3.1 and L.19) have the qualifications to perform the tasks that the personnel will be assigned and the number of years of Child Support experience.

**M.3.1.3 Past Performance (15 Points maximum)**

This factor considers the extent of the Offeror’s past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the quantity and quality of Offeror’s performance on contracts performed for similar services with comparable volume of transactions (Refer to C.2.4.2).

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

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

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

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

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

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

**M.4 EVALUATION OF OPTION YEARS**

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

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

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

**M.5.1 Application of Preferences**

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

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

- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.5.2 Maximum Preference Awarded**

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

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

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

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

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:
  - Department of Small and Local Business Development
  - ATTN: CBE Certification Program
  - 441 Fourth Street, NW, Suite 850N
  - Washington DC 20001
- M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

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

- M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date

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of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.