SOLICITATION, OFFER, AND AWARD

Government of the District of Columbia

1. Caption: OAG DCCSES IT Modernization	Page 1 of 81 Pages

2. Contract Number	3. Solicitation Number: **DCCB-2019-R-0018**	4. Type of Solicitation	5. Date Issued: **8/06/2019**	6. Type of Market
		Sealed Bid (IFB)		Open
		Sealed Proposals (RFP)		X Set-Aside
		Other		Open with Sub-Contracting Set Aside

7. Issued By:

Office of the Attorney General
Support Services Division/Procurement Unit
441 Fourth Street NW, Suite 1100 South
Washington, DC 20001

8. Address Offer to:

OAG.businessopportunities@dc.gov

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

SOLICITATION

9. Sealed offers for furnishing the supplies or services in the Schedule will be received by electronic mail at the place specified in Item 8, until

10:00 a.m. local time **August 27, 2019.**

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

10. For Information Contact	A. Name: Janice Parker Watson	B. Telephone Number: 202 727-3400 Fax 202-730-0484	C. E-mail Address: Janice.Watson@dc.gov

Table of Contents

OFFER

12. The undersigned agrees, if this offer is accepted within 150 calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	_____ Calendar days %

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

Amendment Number	Date	Amendment Number	Date

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

15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date

AWARD

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

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

SECTION B: <u>CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST</u>

B.1   The Government of the District of Columbia, Office of the Attorney General (the "District") requires the services of one or more contractors to provide highly skilled personnel to modernize the core components of the District of Columbia Child Support Enforcement System (DCCSES) under the direction of the OAG Chief Information Officer in accordance with the Statement of Work, Section C.

B.2   **INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT**

B.2.1   The District intends to award multiple Indefinite Delivery – Indefinite Quantity (IDIQ) contracts for the supplies or services specified in Section C. For each contract, the minimum guaranteed amount for the base period and for each option period will be $500.00. The maximum amount will be $900,000.00.

B.2.2   The District contemplates award of one or more Labor Hours type contracts with cost reimbursement components.

B.2.3   Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.12. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum amount of $900,000 per contract. The District will order at least the minimum amount of $500 per contract. Award amounts will depend on available funding.

B.2.4   There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

B.2.5   Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after its expiration date.

B.3   **DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY**

This solicitation is designated only for certified small business enterprise (SBE) offerors 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.

B.3   **PRICE/COST SCHEDULE**

NOTE: The number of Full Time Equivalent (FTE) positions listed under each Contract Line Item Number (CLIN) is to be used for pricing purposes. OAG will only contract for what the need is and what the budget supports.

B.3.1 BASE YEAR

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	MINIMUM QUANTITY	HOURLY RATE	Minimum Total Price	MAXIMUM QUANTITY	Maximum Total Price
0001	Analyst as described in Section C.4.10.3	100			6000	
0002	Child Support Subject Matter Expert as described in Section C.4.10.4	100			2000	
0003	Project Manager as described in Section C.4.10.5	100			4000	
0004	Software Administrator as described in Section C.4.10.6	100			2000	
0005	Software Engineer as described in Section C.4.10.7	100			7000	
0006	Technical Architect as described in Section C.4.10.8	100			2000	
BASE YEAR – TOTAL MINIMUM AND MAXIMUM AMOUNTS:					$_____	

B.3.2 OPTION YEAR ONE

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	MINIMUM QUANTITY	HOURLY RATE	Minimum Total Price	MAXIMUM QUANTITY	Maximum Total Price
1001	Analyst as described in Section C.4.10.3	100			6000	
1002	Child Support Subject Matter Expert as described in Section C.4.10.4	100			2000	
1003	Project Manager as described in Section C.4.10.5	100			4000	

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	MINIMUM QUANTITY	HOURLY RATE	Minimum Total Price	MAXIMUM QUANTITY	Maximum Total Price
1004	Software Administrator as described in Section C.4.10.6	100			2000	
1005	Software Engineer as described in Section C.4.10.7	100			7000	
1006	Technical Architect as described in Section C.4.10.8	100			2000	
OPTION YEAR ONE – TOTAL MINIMUM AND MAXIMUM AMOUNT:					**$ _____**	

B.3.2 OPTION YEAR TWO

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	MINIMUM QUANTITY	HOURLY RATE	Minimum Total Price	MAXIMUM QUANTITY	Maximum Total Price
2001	Analyst as described in Section C.4.10.3	100			6000	
2002	Child Support Subject Matter Expert as described in Section C.4.10.4	100			2000	
2003	Project Manager as described in Section C.4.10.5	100			4000	
2004	Software Administrator as described in Section C.4.10.6	100			2000	
2005	Software Engineer as described in Section C.4.10.7	100			7000	

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	MINIMUM QUANTITY	HOURLY RATE	Minimum Total Price	MAXIMUM QUANTITY	Maximum Total Price
2006	Technical Architect as described in Section C.4.10.8	100			2000	
OPTION YEAR TWO – TOTAL MINIMUM AND MAXIMUM AMOUNT:					$ _____	

B.3.2 OPTION YEAR THREE

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	MINIMUM QUANTITY	HOURLY RATE	Minimum Total Price	MAXIMUM QUANTITY	Maximum Total Price
3001	Analyst as described in Section C.4.10.3	100			6000	
3002	Child Support Subject Matter Expert as described in Section C.4.10.4	100			2000	
3003	Project Manager as described in Section C.4.10.5	100			4000	
3004	Software Administrator as described in Section C.4.10.6	100			2000	
3005	Software Engineer as described in Section C.4.10.7	100			7000	
3006	Technical Architect as described in Section C.4.10.8	100			2000	
OPTION YEAR THREE – TOTAL MINIMUM AND MAXIMUM AMOUNT:					$ _____	

B.3.2 OPTION YEAR FOUR

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	MINIMUM QUANTITY	HOURLY RATE	Minimum Total Price	MAXIMUM QUANTITY	Maximum Total Price
4001	Analyst as described in Section C.4.10.3	100			6000	
4002	Child Support Subject Matter Expert as described in Section C.4.10.4	100			2000	
4003	Project Manager as described in Section C.4.10.5	100			4000	
4004	Software Administrator as described in Section C.4.10.6	100			2000	
4005	Software Engineer as described in Section C.4.10.7	100			7000	
4006	Technical Architect as described in Section C.4.10.8	100			2000	
OPTION YEAR FOUR – TOTAL MINIMUM AND MAXIMUM AMOUNT:					**$ _____**	

GRAND TOTAL ESTIMATED MINIMUM AND MAXIMUM AMOUNT FOR BASE & FOUR OPTION YEARS:	$_____

SECTION C: SPECIFICATIONS/STATEMENT OF WORK

C.1   SCOPE

C.1.1   The Government of the District of Columbia Office of the Attorney General (OAG) requires the services of multiple contractors to provide highly skilled personnel to augment and perform information technology (IT) staffing services in the labor categories listed below.

(1) Analyst

(2) Child Support Enforcement Subject Matter Expert

(3) Project Management

(4) Software Administration

(5) Software Engineer

(6) Technical Architect

C.1.2   The District has decided to modernize the core components of the DC Child Support Enforcement System as stated in Section C.2, and a high-level plan has been approved by the federal Office of Child Support Enforcement (OCSE) with the following goals:

1) Increase maintainability of the system

2) Pursue previously approved component-based modernization strategy

3) Avoid data corruption

4) Improve the user experience

5) Enhance reporting capabilities

6) Add data self-cleansing features

7) Use modern technology which is commonly understood

8) Take advantage of existing funding

9) Proven advanced reporting capabilities

C.2   STRATEGY

C.2.1   The legacy DCCSES is a monolithic system where data, user interface, and case management automation are tightly coupled. Modernization will separate data from user interface and automation rules so that individual components can be created, enhanced, and easily maintained.

C.2.2   Core components of DCCSES include:

1) Intake

2) Locate

3) Paternity Establishment

    4) Litigation

    5) Enforcement

    6) Interstate Cases

    7) Case Maintenance

    8) Customer Service

C.2.3 OAG intends to utilize Cloud, Commercial-off-the-Shelf (COTS), and Open Source technology where possible and when in compliance with OCSE and IRS security guidelines.

C.3 **APPLICABLE DOCUMENTS**

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

Other documents are available as follows:

Item No.	Title	Date	Location
1	Automated Systems for Child Support Enforcement: A Guide for States 2017 – Certification Guide	Updated 2017	https://www.acf.hhs.gov/css/resource/certification- guide-2017
2	IRS Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies	September 2016	https://www.irs.gov/pub/irs-pdf/p1075.pdf
3	Applicable Local and Federal documents	Current	Office of Child Support Enforcement (OCSE) website: https://www.acf.hhs.gov/css
4	OAG/CSSD Policies	Current	https://oag.dc.gov/child-support-services
5	District of Columbia State Plan for automated child support enforcement	2017	Office of Child Support Enforcement website: https://ocsp.acf.hhs.gov/stateplan/welcome.htm
6	Department of Human Resources Employee Fingerprint and Criminal Background Investigations policy	Current	https://dchr.dc.gov/page/policies-dchr
7	Remote Access Policies	Current	https://octo.in.dc.gov/sites/default/files/dc/sites/OCTO/publication/attachments/Policy%20Number%20-%20OCTO-4060%202.pdf

C.3   DEFINITIONS/ACRONYMS

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

Acronym/Term	Definition/Meaning
ACF	Office of the Administration for Children and Families
API	Application Programming Interface
APPS	Applications Development and Operations
CBE	Certified Business Enterprises receive preference in procurement opportunities offered by the District of Columbia. The CBE program helps position small & local businesses to better compete in DC government contracting opportunities.
CSSD	Child Support Services Division
DCCSES	District of Columbia Child Support Enforcement System
DevOps	A clipped compound of "development" and "operations" is a software engineering culture and practice that aims at unifying software development (Dev) and software operation (Ops). DevOps uses automation and monitoring at all steps of software construction, from integration, testing, releasing to deployment and infrastructure management.
FTE	Full Time Equivalent
FTI	Federal Tax Information. FTI is defined as return or return information received directly from the Internal Revenue Service (IRS) or obtained through an authorized secondary source such as Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), or another entity acting on behalf of the IRS pursuant to an I.R.C. 6103(p)(2)(B) Agreement.
IDIQ	An abbreviation of the term *indefinite delivery/indefinite quantity*. This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time. The legal origin of IDIQ contracts is the Federal Acquisition Regulation (FAR) section 16.504(a) (48 C.F.R. 16.504(a)).
IRS	Internal Revenue Service
IT	Information Technology
OAG	District of Columbia Office of the Attorney General
OCSE	Office of Child Support Enforcement. OCSE is the federal government agency that oversees the national child support program.
OPM	U. S. Office of Personnel Management
PMO	Project Management Operations
SaaS	Software as a Service

C.5   GENERAL REQUIREMENTS

C.5.1   Location of Work

The contractor shall perform work from a DC government location designated by the OAG CIO in each task order.

C.5.2   Remote Work

The contractor may be authorized to perform tasks remotely. Remote work is dependent upon meeting the following criteria:

C.5.2.1   The contractor shall select tasks from a groomed and prioritized agile backlog of project work items that are stored and updated in the team collaboration tool.

C5.2.2   The contractor shall be logged into the team communication tool and able to respond quickly to team requests during normal business hours.

C.5.2.3   The contractor shall log time worked against time-keeping tasks that reflect what work was done.

C.5.2.3   The contractor shall attend team meetings remotely using the team online meeting software, when requested.

C.5.3   Space and equipment

C.5.3.1   The District will supply all needed VPN connections to ensure secure communications.

C.5.3.2   The Contractor shall furnish all materials, personnel, facilities, support and management necessary to provide the services and solutions as required. The contractor will comply with relevant OCTO and OAG remote access policies to be provided at contract inception. OAG will provide virtual private network (VPN) access to be used for access to certain network resources.

C.5.4   Background Investigation Requirements

C.5.4.1   A background investigation shall be conducted on all prospective contract employees, as well as those with whom the Contractor subcontracts, whose duties will or may include access to Federal Tax Information (FTI). FTI is defined as return or return information received directly from the Internal Revenue Service (IRS) or obtained through an authorized secondary source such as Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), or another entity acting on behalf of the IRS pursuant to an I.R.C. 6103(p)(2)(B) Agreement.

C.5.4.2   All prospective contract employees and/or contractors, whose duties will or may include access to FTI, must consent to the following background investigation prior to accessing FTI:

    A.   Federal Bureau of Investigations (FBI) fingerprint background check; Local law enforcement background check (including but not limited to the District of Columbia and/or locations where the applicant has lived, worked and/or attended

school within the last five (5) years);

B.   Citizenship/residency checks to verify new applicant's eligibility to legally work in the United States (e.g., a United States citizen or foreign citizen with the necessary authorization) through E-Verify.

C.   All prospective contract employees' background checks will be evaluated in accordance with the Department of Human Resources' Employee Fingerprint and Criminal Background Investigations policy for suitability determination. The background check may not be necessary if the Department has a valid background investigation on file within the past ten years regarding the contract or sub-contract employee.

D.   The District of Columbia will receive the background checks directly and bear the cost of the background check.

E.   Only contract employees deemed suitable will be considered qualified resources.

C.5.5   Documentation

C.5.5.1 The contractor shall produce and contribute to project documentation as directed.

C.5.5.2 The contractor shall maintain documentation as directed in the OAG IT provided document repository systems with appropriate approvals and version control.

C.5.5.3 All releases must have current documentation for change control approval prior to production release.

C.5.6   Change Management

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

C.5.7   System Integrity Monitoring

C.5.7.1 The contractor shall perform requested performance monitoring of any cloud-based environment used for development and testing monitoring requirments will be defined withing 30 days of contract start..

C.5.8   Security

C.5.8.1   The contractor shall ensure that its staff adheres to all OAG/CSSD policies and procedures pertaining to the use of DCCSES and safeguarding of any information contained therein, regardless of the format in which such data is made available.

C.5.8.2   No security access or authorization modifications shall be made without proper documentation and approval by OAG.

C.5.8.3   The Contractor's responsibilities include the following:

C.5.8.3.1 Provide and maintain a Security Access and Authorization (SAAR) process and tracking system on CSSD assets hosted in the CSSD infrastructure;

C.5.8.4   The contractor shall ensure that its staff adheres to all OAG/CSSD policies and procedures pertaining to the use of DCCSES and safeguarding of any information contained therein, regardless of the format in which such data is made available.

C.5.8.5   No security access or authorization modifications shall be made without proper documentation and approval by OAG.

C.5.8.6   The Contractor's responsibilities include the following:

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

(2)   Monitor and validate no modifications with security implications are made without appropriate SAAR approval;

(3)   Provide tracking, support, and information to security audits as requested;

(4)   Provide recommendation on security Plans of Action and Milestones recommended in security audits of DCCSES.

C.5.9   FUNCTIONAL REQUIREMENTS

C.5.9.1 The District requires information technology (IT) staffing services in the following six labor categories. Responsibilities and experience requirements are detailed below:

1)   Labor Category One - Analyst

2)   Labor Category Two – Child Support Enforcement Subject Matter Expert

3)   Labor Category Three – Project Management

4)   Labor Category Four – Software Administration

5)   Labor Category Five – Software Engineer

6)   Labor Category Six – Technical Architect

C.5.9.2   LABOR CATEGORY ONE - ANALYST

C.5.9.2.1 **Responsibilities**

C.5.9.2.1.1   Design and improve business and system processes.

C.5.9.2.1.2   Design and improve cross-organizational and cross-enterprise processes.

C.5.9.2.1.3   Provide analysis at the executive and enterprise level

C.5.9.2.1.4   Efficiently and effectively communicate status of assigned tasks to the developers/engineers, and management. Participate in various test cycle activities, including unit, regression, and user acceptance tests.

C.5.9.2.1.5   Track requirements via traceability matrix

C.5.9.2.1.6   Manage small to large-sized and complex development projects or defect fixes

C.5.9.2.1.7   Review user interface designs and flows. Modify or revise as appropriate with input from business stakeholders or other SMEs

C.5.9.2.1.8   Write documentation and communications including executive reporting, system design documents and project return on investment or other financial analyses.

C.5.9.2.2   **Minimum Requirements**

C.5.9.2.2.1   Experience working in/managing teams in an Agile environment

C.5.9.2.2.2   Demonstrated skills in enterprise and cross-organizational process capture.

C.5.9.2.2.3   Demonstrated skills in software-aided process capture.

C.5.9.2.2.4   Demonstrated skills in analyzing processes and identifying opportunities for enhancements. `

C.5.9.2.2.5   Demonstrated experience in a project leadership role.

C.5.9.2.2.6   Demonstrated experience establishing strong relationships with operational, IT and financial management.

C.5.9.2.2.7   Experience in data analysis

C.5.9.2.2.8   Excellent organizational skills.

C.5.9.2.2.9   Excellent communication skills, both verbal and written.

C.5.9.2.2.10 Proficiency with Microsoft Excel, Word, Visio and PowerPoint.

C.5.9.2.2.11 Experience managing quality assurance teams in an Agile environment

C.5.9.2.2.12 Proven ability to multi-task.

C.5.9.2.2.13 Bachelor's degree in computer science or related field.

C.5.9.2.2.14 Demonstrated ability to grasp complex software requirements.

C.5.9.2.2.15 Demonstrated ability to communicate effectively both orally and in writing.

C.5.9.2.3   **Business Analyst Specific Requirements**

C.5.9.2.3.1   Define requirements and uses cases for stakeholders, executives, and developers using Agile methodology and associated tools such as Jira, Word, Excel, or others.

C.5.9.2.3.2   Demonstrated skills in software-aided business process capture.

C.5.9.2.4   **System Analyst Specific Requirements**

Review user interface designs and flows. Modify or revise as appropriate with input from business stakeholders or other SMEs.

C.5.9.2.5   **Quality Assurance Analyst Specific Requirements**

C.5.9.2.5.1   Provide quality assurance standards, performance and functionality for DC OAG development projects.

C.5.9.2.5.2   Actively contribute to the team effort to maintain the vision and direction of the quality assurance team.

C.5.9.2.5.3   Provide creative and practical solutions to meet goals.

C.5.9.2.5 4   Create test plans, test scripts and plan projects based on the analysis of technical specifications.

C.5.9.2.5.5.   Review functional specifications and create/review test cases.

C.5.9.2.5.6   Document, track and communicate test results, and analyze unresolved problems.

C.5.9.2.5.7   Contribute to the review and inspection meetings by providing input on requirement and design documents.

C.5.9.2.5.8   Identify, analyze and document defects, questionable functions, errors, and inconsistencies and deviations from standards and suggest options to conform to standards individually and in a team environment.

C.5.9.2.5.9   Experience with automated testing tools.

C.5.9.2.5.10   Experience with black box and white box testing.

C.5.9.2.5.11   Knowledge of database technology and writing test scripts including SQL, queries and creating test data.

C.5.9.2.5.12   Knowledge of IT basics, including installing operating systems, ghosting/imaging, VMware, network troubleshooting, and the ability to analyze and troubleshoot operating system error logs.

C.5.9.2.5.13   OR; Knowledge of APEX and writing test classes, including generating test data and SF performance/bulk/limit testing.

C.5.9.2.5.14   OR; Knowledge of Salesforce DX basics, including instantiation, execution, analysis and troubleshoot operating system error logs.

C.5.9.2.5.15   Strong understanding of Internet technologies (web servers, application servers, JavaScript, HTML, XML, web services).

C.5.9.2.5.16   Experience in Salesforce, Windows and LINUX/LINUX.

C.5.9.2.6 **Documentation Specialist**

C.5.9.2.6.1   Create, edit, design and organize documentation including:

(1)   User Guides

(2)   Technical Reference Guides

(3)   Operational Reference Guides

(4)   Specification and Design Documentation

      (5)   Presentations

      (6)   Procurement Documentation

C.5.9.2.6.2   Update and enhance documentation, adhering to established format and style guidelines.

C.5.9.2.6.3   Ensure content is accurate when completed.

C.5.9.2.6.4   Maintain inventory of documentation with release, review, and update schedules.

C.5.9.2.6.5   Manage documentation via designated document repositories.

C.5.9.2.7   **Trainer Specific Requirements**

C.5.9.2.7.1   Deliver classroom training.

C.5.9.2.7.2   Create and manage training materials

C.5.9.2.7.3   Facilitate remote sessions.

C.5.9.2.7.4   Collaborate with team members.

C.5.9.2.7.5   Perform client coaching and solutions services.

C.5.9.2.7.6   Demonstrated experience in a professional training role involving software applications.

C.5.9.2.7.7   Demonstrated experience in graphic creation or graphic management using Photoshop, Adobe Illustrator, Flash, ActionScript and HTML.

C.5.9.2.7.8   Experience in writing, marketing and designing training for business applications system.

C.5.9.2.8   **Security Analyst Specific Requirements**

C.5.9.2.8.1   **Develop Information Security Plans and Policies.** Plan and carry out an organization's information security strategy. Develop security standards and best practices for the organization and recommend security enhancements to management as needed. Develop strategies to respond to and recover from a security breach. Educate the workforce on information security through training and building awareness.

C.5.9.2.8.2   **Test for Vulnerabilities**. Conduct periodic scans of networks to find vulnerabilities. Conduct penetration testing to highlight or find any weaknesses that might be exploited by a malicious party.

C.5.9.2.8.3   **Monitor for Security** Breaches. Monitor networks and systems for security breaches or intrusions. Install software to notify in the event of intrusions and irregular system behavior.

C.5.9.2.8.4   **Investigate Security Breaches.** Lead incident response activities to minimize impact. Lead technical and forensic investigations into breaches and assess the extent of the damage. Prepare reports of their findings to be reported to management.

C.5.9.2.8.5   **Risk Assessment and Remediation**. Support and execute Risk Assessment and Remediation under the guidelines in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-30 Revision 1, Guide for Conducting Risk Assessments, including system security procedures, internal controls, or implementation that could be exploited by a threat source.

C.5.9.2.8.6   Direct experience with anti-virus software, intrusion detection, firewalls and content filtering

C.5.9.2.8.7   Knowledge of risk assessment tools, technologies and methods

C.5.9.2.8.8   Experience designing secure networks, systems and application architectures

C.5.9.2.8.9   Knowledge of disaster recovery, computer forensic tools, technologies and methods

C.5.9.2.8.10   Experience planning, researching and developing security policies, standards and procedures

C.5.9.2.8.11   Professional experience in a system administration role supporting multiple platforms and applications

C.5.9.2.8.12   Ability to communicate network security issues to peers and management

C.5.9.2.8.13   Ability to read and use the results of mobile code, malicious code, and anti-virus software

C.5.9.2.8.14   Strong understanding of endpoint security solutions to include File Integrity Monitoring and Data Loss Prevention

C.5.9.2.8.15   CCRI or equivalent certifications

C.5.9.3   LABOR CATEGORY TWO - CHILD SUPPORT ENFORCEMENT SUBJECT MATTER EXPERTISE

C.5.9.3.1   **Responsibilities**

C.5.9.3.1.1   Subject Matter Expertise in one or more of the following Child Support Enforcement processes: Intake, Locate, Litigation, Paternity Establishment, Customer Service, Enforcement, Finance, Data Reliability, and/or Policy& Training.

C.5.9.3.1.2   Clarify and prioritize requirements for technology team

C.5.9.3.1.3   Participate in full life cycle, including analysis, design, implementation, and end user testing

C.5.9.3.2   **Minimum Requirements**

C.5.9.3.2.1   Seven years' experience working with functional area of child support enforcement

C.5.9.3.2.2   Strong verbal and written English communication skills

C.5.9.3.2.3   Demonstrated problem-solving skills and the ability to overcome technical issues and challenges

C.5.9.3.2.4   Proven skills to work independently using some level of evaluation, originality, and/or ingenuity to complete tasks

C.5.9.3.2.5   Team player with proven record of committed work performance on a continual basis

C5.9.3.3   Preferred Requirements

Experience with the District's current child support enforcement system

C5.9.4   LABOR CATEGORY THREE - PROJECT MANAGEMENT

C.5.9.4.1   Responsibilities

C.5.9.4.1.1   Experience managing teams in an Agile environment

C.5.9.4.1.2   Establish standards, performance and functionality for development project

C.5.9.4.1.3   Provide creative and practical solutions to meet goals

C.5.9.4.1.4   Efficiently and effectively communicate status the project team, management, and other stakeholders.

C.5.9.4.1.5   Provide support services.

C.5.9.4.1.6   Identify and manage risk.

C.5.9.4.1.7   Contribute to the review and inspection meetings by providing input on requirement and design documents

C.5.9.4.1.8   Act as a liaison between government management and contractors to define work needed to ensure work is accomplished as required.

C.5.9.4.1.9   Proven ability to multi-task.

C.5.9.4.2   Minimum Requirements

C.5.9.4.2.1   Two or more years' experience performing the duties identified in this Section in an information technology operation of the same or lager magnitude.

C.5.9.4.2.2   Hold a bachelor's degree in computer science, information technology, management information systems or related field**.**

C5.9.4.3   Project Management Specific Requirements

C.5.9.4.3.1   PMP certification preferred.

C.5.9.4.3.2   Manage teams, assist with budgets, manage vendor/client relationships and provide work plans for developmental projects.

C.5.9.4.3.3   Provide task tracking, resource allocation, quality assurance, technology review, research, budget monitoring and weekly status reports

C.5.9.4.3.4   Demonstrated ability to perform Earned Value (EV) analysis on large multiyear IT projects.

C.5.9.4.4   **Quality Assurance Specific Requirements**

C.5.9.4.4.1   Experience with automated testing tools.

C.5.9.4.4.2   Experience with black box and white box testing.

C.5.9.4.4.3   Create test plans, test scripts and plan projects based on the analysis of technical specifications

C.5.9.4.4.4   Review functional specifications and create/review test cases

C.5.9.4.4.5   Document, track and communicate test results, and analyze unresolved problems

C.5.9.4.4.6   Track requirements via traceability matrix

C.5.9.4.4.7   Identify, analyze and document defects, questionable functions, errors, and inconsistencies and deviations from standards and suggest options to conform to standards individually and in a team environment

C.5.9.4.4.8   Knowledge of database technology and writing test scripts including SQL, queries and creating test data.

C.5.9.4.4.9   Knowledge of IT basics, including installing operating systems, ghosting/imaging, VMware, network troubleshooting, and the ability to analyze and troubleshoot operating system error logs.

C.5.9.4.4.10   OR; Knowledge of APEX and writing test classes, including generating test data and SF performance/bulk/limit testing.

C.5.9.4.4.11   OR; Knowledge of Salesforce DX basics, including instantiation, execution, analysis and troubleshoot operating system error logs.

C.5.9.4.4.12   Strong understanding of Internet technologies (web servers, application servers, JavaScript, HTML, XML, web services).

C.5.9.4.4.13   Experience in Salesforce, Windows and LINUX/LINUX.

C.5.9.5   **LABOR CATEGORY FOUR - SOFTWARE ADMINISTRATION**

C.5.9.5.1   **Responsibilities**

C.5.9.5.1.1   Provide support for the setup of and administration of high- performance computing clusters

C.5.9.5.1.2   Manage security of the computing infrastructure

C.5.9.5.1.3   Mentor, coach, and assist in the management of more junior administrators

C.5.9.5.1.4   Design and plan migration of legacy software systems to modern infrastructure

C.5.9.5.2   **Minimum Requirements**

C.5.9.5.2.1   At least 7 years' experience as a software administrator in a clustered, multi-tiered environment

C.5.9.5.3   Systems Administration Specific Requirements

C.5.9.5.3.1   At least five years' experience providing lead system support and administration for equipment operated within heterogenous Linux, Microsoft, and MacOS cloud environments, including but not limited to backups, DNS, NIS, NFS, and SMB.

C.5.9.5.3.2   At least five years' experience administering Linux systems in cloud environment

C.5.9.5.3.3   Experience using VMware and/or MS HyperV

C.5.9.5.3.4   Experience with high performance computing clusters, software, tools, protocols and associated technology

C.5.9.5.3.5   Experience installing and administering enterprise data backup systems, tape libraries, and offsite storage

C.5.9.5.3.6   Experience integrating Linux systems into MS Active Directory

C.5.9.5.4   Salesforce Administration Specific Requirements

C.5.9.5.4.1   At least five years' experience with the following Salesforce administration activities:

(1)   Administer, operate, support multiple Salesforce instances and sandboxes including user and security management, hierarchies, roles, data import and management, view creation and administration, and more.

(2)   Work with team members to resolve system-related issues and questions.

(3)   Work with project management team, stake holders, users and development team members to configure applications.

(4)   Create and manage custom objects, workflows, layouts and fields within Salesforce.com click-based applications in development.

(5)   Import and manage data in Salesforce.com using wizards, the Salesforce.com Data Loader, and other tools.

(6)   Manage application integrations connected to Salesforce.

(7)   Implement new functionality and applications on the Salesforce.com platform from the Salesforce Exchange and other third-party sources.

C.5.9.5.4.2   Extensive experience in the administration and operational support of multiple Salesforce instances and sandboxes including user and security management, hierarchies, roles, data import and management, view creation and administration.

C.5.9.5.4.3   Extensive support experience for Salesforce system-related issues and questions.

C.5.9.5.4.4   Experience working with development teams and other enterprise support teams in support of the Salesforce environment.

C.5.9.5.4.5   Experience creating and managing custom objects, workflows, layouts and fields within Salesforce.

C.5.9.5.4.6   Experience using wizards, the Salesforce.com Data Loader, and other tools for data import, export, and reconciliation.

C.5.9.5.4.7   Experience setting up and maintaining external integrations – including connection and security setup.

C.5.9.5.4.8   Experience supporting Salesforce in an integrated environment with other enterprise integrated applications and services.

C.5.9.5.5   Database Administration Specific Requirements

C.5.9.5.5.1   At least five years' experience with the following database administration activities:

> (1)   Create, administer, and support SQL databases in cloud environment;

> (2)   Design and plan migration of legacy database to modern SQL DB, including creating Entity Relationship Diagrams (ERD), working collaboratively with technology team members, and communicating with technical management.

C.5.9.5.5.2   Five years' hands-on experience in database administration and design using a SQL database application;

C5.9.5.5.3   Familiarity with LINUX administration and scripting;

C.5.9.5.5.4   Good communication and documentation skills;

C.5.9.5.5.4   **Experience mentoring / leading more junior DBAs.**

C5.9.6   LABOR CATEGORY FIVE - SOFTWARE ENGINEER

C.5.9.6.1   Responsibilities

C.5.9.6.1.1   Develop, enhance, and maintain software using web technologies that are reliable and perform well

C.5.9.6.1.2   Review and assimilate requirements and functional specifications to understand user needs

C5.9.6.1.3   Develop, write, and update technical documentation

C.5.9.6.1.4   Create automated unit and integration tests to ensure code quality

C.5.9.6.1.5   Adhere to organization development standards and processes, working towards continuous improvement.

C.5.9.6.2   Minimum Requirements

C.5.9.6.2.1   Five years' experience with web technologies

C.5.9.6.2.2   Working knowledge of agile software development methodologies and key best practices

C.5.9.6.2.3   Working knowledge of continuous integration / continuous deployment adhering to infrastructure deployment model

C.5.9.6.2.4   Demonstrated problem-solving skills and the ability to overcome technical issues and challenges

C.5.9.6.2.5   Strong verbal and written English communication skills

C.5.9.6.2.6   Proven skills to work independently using some level of evaluation, originality, and/or ingenuity to complete tasks

C.5.9.6.2.7   Team player with proven record of committed work performance on a continual basis.

C.5.9.6.3   Web Software Engineering Specific Requirements

C.5.9.6.3.1   **At least** five years' experience with node.js, angular, nginx, java, PHP7

C.5.9.6.3.2   At least five years' experience in server-side development

C.5.9.6.3.3   Working knowledge of continuous integration/continuous deployment adhering to infrastructure deployment model in AWS or Azure

C.5.9.6.3.4   Experience with Scalia and understanding of machine learning

C.5.9.6.3.5   Experience using message bus technologies such as kong, kafka, rabbit, etc.

C.5.9.6.3.6   Experience with "test first" development

C.5.9.6.3.7   Experience with sftp file transfer and certificate management for secure communications.

C.5.9.6.4 Software Integration Engineering Specific Requirements

C5.9.6.4.1   At least five years' experience using message bus technologies such as kong, kafka, rabbit, etc., to develop, enhance, and maintain software for external interfaces and integrations using open source web technologies that are reliable and perform well

C5.9.6.4.2   At least five years' experience in server-side development

C.5.9.6.4.3   Working knowledge of continuous integration / continuous deployment adhering to infrastructure deployment model in AWS or Azure

C.5.9.6.4.4   Experience with node.js, angular, Nginx, java, PHP7

C.5.9.6.4.5   Experience with Scalia and understanding of machine learning

C.5.9.6.4.6   Experience with "test first" development

C.5.9.6.4.7   Experience with sftp file transfer and certificate management for secure communications.

C.5.9.6.5   Infrastructure Engineering Specific Requirements

C.5.9.6.5.1   At least five years' experience maintaining cloud infrastructure: firewalls, load balancer, AD, DNS, etc.

C.5.9.6.5.2   At least five years' experience coordinating with development and testing teams to deploy instances of servers, databases, applications, etc. to cloud environments

C.5.9.6.5.3   At least five years' experience with cloud infrastructure technologies (VPC, Vnet, Route53, Azure DNS, ELB, Azure LB, S3, Storage Accounts, Cloud Formation, IAM, RMS, etc.).

C.5.9.6.5.4   At least three years' experience automating infrastructure in a cloud environment.

C.5.9.6.5.5   Solid coding and scripting experience in one or more of several modern, popular programming languages

C.5.9.6.5.6   Experience with automation/configuration management using either Puppet, Chef, or Ansible

C.5.9.6.5.7   Strong knowledge experience with SQL/Databases

C.5.9.6.5.8   Knowledge/experience in a 24/7 always-up, always-available service environment.

C.5.9.6.6   Salesforce Engineering Specific Requirements

C.5.9.6.6.1   **At least three years' experience** hands on design and development using the Force.com platform including significant work in Apex, VisualForce, components, lightning, lightning experience and application integration patterns.

C.5.9.6.6.2   3+ years VisualForce and Sites page development.

C.5.9.6.6.3   C.5.9.6.6.3   3+ years knowledge of Salesforce Integration Patterns.

C.5.9.6.6.4   3+ years with multiple Salesforce project deployments including 2+ years with release and environment management at an enterprise level.

C.5.9.6.6.5   3+ years working with Salesforce Service Cloud.

C.5.9.6.6.6   3+ years data modeling using Force.com Platform standard and custom objects.

C.5.9.6.6.7   Salesforce Platform Dev I certification is required

C.5.9.6.6.8   Salesforce Platform Developer II, Community Cloud, certifications preferred.

C.5.9.6.7   Security Engineering Specific Requirements

C.5.9.6.7.1   At least five years' experience with the following security engineering activities:

(1)   **Implement Protections**. Install and use software, such as firewalls and data encryption programs, to protect organizations' sensitive information. Assist computer users with installation or processing of new security products and procedures.

(2)   **Monitor for Security Breaches.** Monitor networks and systems for security breaches or intrusions. Install software to notify in the event of intrusions and irregular system behavior.

(3)   **Investigate Security Breaches.** Lead incident response activities to minimize impact. Lead technical and forensic investigations into breaches and assess the extent of the damage. Prepare reports of their findings to be reported to management.

(4) **Risk Assessment and Remediation**. Support and execute Risk Assessment and Remediation under the guidelines in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-30 Revision 1, Guide for Conducting Risk Assessments, including system security procedures, internal controls, or implementation that could be exploited by a threat source.

(5) Direct experience with anti-virus software, intrusion detection, firewalls and content filtering

C.5.9.6.7.2   Knowledge of risk assessment tools, technologies and methods

C.5.9.6.7.3   Experience designing secure networks, systems and application architectures

C.5.9.6.7.4   Knowledge of disaster recovery, computer forensic tools, technologies and methods

C.5.9.6.7.5   Ability to communicate network security issues to peers and management

C.5.9.6.7.6   Ability to read and use the results of mobile code, malicious code, and anti-virus software

C.5.9.6.7.7   Strong understanding of endpoint security solutions to include File Integrity Monitoring and Data Loss Prevention

C.5.9.6.7.8   CCRI or equivalent certifications

C.5.9.7   LABOR CATEGORY SIX - TECHNICAL ARCHITECT

C.5.9.7.1   Responsibilities

C.5.9.7.1.1   Create strategic vision, assess the current as-is architecture, and build to-be architecture in collaboration with technology team and business owners

C.5.9.7.1.2   Create and manage enterprise and systems architecture C.5.9.7.1.3 Socialize desired target architecture with entire technology team C.5.9.7.1.4 Communicate desired architecture and plans for achieving target architecture to high-level business stakeholders.

C.5.9.7.2   Minimum Requirements

C.5.9.7.2.1   Ten years' experience creating and managing enterprise and systems architectures across entire business units

C.5.9.7.2.2   Strong technical, leadership, and communication skills, influencing and mentoring skills

C.5.9.7.2.3   Experience and understanding of Infrastructure as Code, Automation, and Orchestration

C.5.9.7.2.4   Demonstrated credibility with peers and key stakeholders to drive and lead positive change.

C.5.9.7.2.5   In-depth knowledge of information security, data center, and cloud-based operations, overall IT systems support, and DevOps

C.5.9.7.2.6   Demonstrated experience developing systems using agile methodologies and "test first" development

C.5.9.7.2.7   Must be highly collaborative and keep abreast of the most current technology advances in support of technical strategies

C.5.9.7.2.8   Familiarity with the District's IT infrastructure and organization.

C.5.9.7.2.9   Familiarity with basic graphical modeling approaches, tools and model repositories.

C.5.9.7.3   Salesforce Architecture Specific Requirements

C.5.9.7.3.1   Experience developing and maintaining Salesforce architecture artifacts, frameworks and patterns as references for the development teams across IT

C.5.9.7.3.2   Participation in the Salesforce architecture community of practice, technology talks, external events and customer briefings

C.5.9.7.3.3   Leading and/or participating in the enterprise architecture governance and compliance processes to ensure all Salesforce areas of IT are implementing solutions consistent with the target architecture

C.5.9.7.3.4   Experience overseeing the documentation of Salesforce architecture design and analysis work

C.5.9.7.3.5   Experience leading the development and execution of a communication and education plan for the Salesforce architecture

C.5.9.7.3.6   Experience and understanding of the Salesforce, force.com, Service Cloud, Lightning and lightning experience product architecture

C.5.9.7.3.7   Experience developing and review targeting Salesforce architecture, with a bias towards SaaS, PaaS solutions

C.5.9.7.3.8   Experience designing, developing, managing, and communicating enterprise data architecture strategies and roadmaps for Salesforce IT

C.5.9.7.3.9   Experience working in a DevOps environment with concurrent external development and integration

C.5.9.7.3.10   Salesforce Developer, Administrator, and Architect certifications preferred

C.5.9.7.4   Security Architecture Specific Requirements

C.5.9.7.4.1   At least seven years' experience with some or all of the following security architecture activities:

(1)   Secure enterprise information by determining security requirements; planning, implementing, and testing security systems; preparing security standards, policies, and procedures; mentoring team members.

(2)   Enhance security team accomplishments and competence by planning delivery of solutions; answering technical and procedural questions for less

experienced team members; teaching improved processes; mentoring team members.

(3) Determine security requirements by evaluating business strategies and requirements; researching information security standards; conducting system security and vulnerability analyses and risk assessments; studying architecture/platform; identifying integration issues; preparing cost estimates.

(4) Plan security systems by evaluating network and security technologies; develop requirements for local area networks (LANs), wide area networks (WANs), virtual private networks (VPNs), routers, firewalls, and related security and network devices; designs public key infrastructures (PKIs), including use of certification authorities (CAs) and digital signatures as well as hardware and software; adhering to government standards.

(5) Implement security systems by specifying intrusion detection methodologies and equipment; direct equipment and software installation and calibration; prepare preventive and reactive measures; create, transmit, and maintain keys; provide technical support; completing documentation.

(6) Verify security systems by developing and implementing test scripts.

(7) Maintain security by monitoring and ensuring compliance to standards, policies, and procedures; conducting incident response analyses; developing and conducting training programs.

(8) Upgrade security systems by monitoring security environment; identifying security gaps; evaluating and implementing enhancements.

(9) Prepare system security reports by collecting, analyzing, and summarizing data and trends.

(10) Update job knowledge by tracking and understanding emerging security practices and standards; participate in educational opportunities; read professional publications; maintain personal networks; participate in professional organizations.

(11) Enhance department and organization reputation by accepting ownership for accomplishing new and different requests; explore opportunities to add value to job accomplishments.

(12) Support and execute Risk Assessment and Remediation under the guidelines in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-30 Revision 1, Guide for Conducting Risk Assessments, including system security procedures, internal controls, or implementation that could be exploited by a threat source.

C.5.9.7.4.2   Experience managing security architectures and security teams in an Agile environment;

C.5.9.7.4.3   Direct experience as a Security Systems Architect in creating, documenting, and communicating security architectures, policies, and risk management;

C.5.9.7.4.4   Direct experience with anti-virus software, intrusion detection, firewalls and content filtering;

C.5.9.7.4.5   Knowledge of risk assessment tools, technologies and methods;

C.5.9.7.4.6   Experience designing secure networks, systems and application architectures;

C.5.9.7.4.7   Knowledge of disaster recovery, computer forensic tools, technologies and methods;

C.5.9.7.4.8   Experience planning, researching and developing security policies, standards and procedures;

C.5.9.7.4.9   Ability to communicate network security issues to peers and management;

C.5.9.7.4.10   Ability to read and use the results of mobile code, malicious code, and anti-virus software;

C.5.9.7.4.11   Strong understanding of endpoint security solutions to include File Integrity Monitoring and Data Loss Prevention.

C.5.9.7.4.12   **CCRI or equivalent certifications.**

C.5.9.7.5   **User Experience / Information Architecture Specific Requirements**

C.5.9.7.5.1   At least seven years' experience with the following user experience and information architecture activities:

1)   Work with designers, developers, and users considering internal tools and audience-facing experiences to ensure the overall experience works well, from creation to consumption and through feedback loops. Priority is always the user and their experience.

2)   Contribute design and User Experience (UX) expertise and explain ideas to multidisciplinary project teams.

3)   Produce sketched concepts, user journeys, domain models, ontologies, wireframes and prototypes that address user needs.

4)   Evangelize for the role of UX-thinking and practice in user experience design. Champion and work with a user-centered design approach.

5)   Develop the information architecture and interaction elements of the user experience and refine towards a design that is fit for purpose.

6)   Provide design solutions that work across multiple screens, tabs, and components.

7)   Show a commitment to design research as a way to improve designs and experiences.

8)   Collaborate with other designers and teams.

9)   Work with stakeholders and colleagues to ensure delivery of the best experiences to the audience.

10) Make complex things more meaningful.

C.6 Termination for Default

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

C.7 Changes in Legislation

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

C.8 Personnel

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

C.9 PERSONNEL REQUIREMENTS

C.9.1 The Contractor shall provide personnel, at all levels, with technical experience, training, and/or education as outlined in above. Unless otherwise noted, experience may be substituted for the educational requirements on the basis of one-year experience for one year of college.

C.9.2 The Contractor shall indicate where experience has been substituted for education. Additionally, the Contractor must show that the experience level substituted for education exceeds the basic experience requirements.

C.9.3 The Contractor shall provide qualified resources for the positions outlined in Attachment A, who are currently employed or with employment agreements established at the time of task order issuance. If issued a contract, all Personnel must be identified by complete name and a resume attached for review. Contents of resumes may be independently verified by OAG.

C.9.4 The Contractor and subcontractors shall have a minimum of five years of experience with IT networking and software consulting services.

C.10 QUALIFICATIONS

C.10.1 The Contractor shall have experience with working with DC Government as it relates to IT or modernization contractual services.

C.10.2 The Contractor shall provide at least three (3) relevant client references with one being from the District Government.

C.10.3 The Contractor shall provide a narrative on how it will obtain qualified staff for this project.

C.10.4 The Contractor shall provide a list of any potential subcontractors, if any, with which it has agreement with to provide staffing resources.

C.10.5 The Contractor shall provide a detailed staffing plan.

C.11 WORK HOURS

C.12 Periodic Reporting, Meetings and Reviews

The contractor shall submit a weekly summary of hours for each contractor using the weworks.com time and task tracking system. OAG shall create tracking codes and user accounts during the onboarding process. OAG will also convene monthly status meetings to gauge progress and discuss issues of mutual concern.

Section D: PACKAGING AND MARKING (NA)

Section E: INSPECTION AND ACCEPTANCE

E.1   The inspection and acceptance requirements for this contract shall be governed by Clause Number Six (6), Inspection of Services of the Government of the District of Columbia Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1   TERM OF CONTRACT

The term of the contract shall be for one (1) year from the date of award specified on the cover page of the 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 four (4) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3   The price for the option period shall be as specified in the Section B of the contract.

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

F.3   OPTION TO EXTEND SERVICES

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

F.4   DELIVERABLES

F.4.1   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:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
1-1	Weekly Time Reports per C.12	52	Electronic thru WeWork.com	Weekly, by noon Monday
1-2	Consent to background investigation forms per C.5.4	TBD	PDF/Electronic	Prior to accessing FTI:
1-3	Documentation per C.5.5	As required	Electronic	As directed, upon completion

F.4.2   The Contractor shall submit to OAG, as a deliverable, the report described in section 0 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 30th 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

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

G.4 PAYMENTS

G.4.1 PAYMENTS ON COMPLETION OF SERVICES

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

a)   The amount due on the deliveries warrants it; or

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

G.4.2   PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

"Pursuant to the instrument of assignment dated_____, make payment of this invoice to _____
(name and address of assignee)."

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

Interest shall be calculated at the rate of at least one percent (1%) per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date.

The required payment date shall be:

1) The date on which payment is due under the terms of the contract;

2) Not later than seven (7) calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

3) Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

4) 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

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

1) 3rd day after the required payment date for meat or a meat food product;

2) 5th day after the required payment date for an agricultural commodity; or

3) 15th day after any other required payment date.

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

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor 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 this contract:

1) Pay the subcontractor for the proportionate share of the total payment received from OAG that is attributable to the subcontractor for work performed under the contract; or

2) Notify OAG and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.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 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

1) the 3rd day after the required payment date for meat or a meat product;

2) the 5th day after the required payment date for an agricultural commodity; or

3) the 15th day after the required payment date for any other item.

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 of Columbia or OAG is a party. Neither the District of Columbia nor OAG maybe interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

G.7.1 Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

> Janice Parker Watson
> Contracting Officer
> DC Office of the Attorney General
> Support Services Division/Procurement Unit
> 441 4th St NW, Suite 1100 South Washington, DC 20001
> Email: oag.businessopportunities@dc.gov Phone: 202-727-3400
> Fax: 202-730-0484

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACT ADMINISTRATOR (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:

1) Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

2) Coordinating site entry for Contractor personnel, if applicable;

3) Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

4) Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

5) Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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

> Chris Tonjes
> Chief Information Officer
> DC Office of the Attorney General 441 4th St NW, Suite 1100
> Washington, DC 20001 Email: chris.tonjes@dc.gov Phone: (202) 741-0766

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 OAG, to take all corrective action necessitated by reason of the unauthorized changes.

G.10   COST REIMBURSEMENT CEILING

G.10.1   Cost reimbursement ceilings for this contract shall be set forth in individual task
           orders issued against each IDIQ contract.

G.10.2   The Reimbursable Direct Costs for performing this contract shall not exceed the
           cost reimbursement ceiling negotiated for each task order.

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

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

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

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

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

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

G.10.9   A change order shall not be considered an authorization to exceed the applicable
           cost reimbursement ceiling specified in Section B.3, unless the change order
           specifically increases the cost reimbursement ceiling.

G.10.10   Only costs determined in writing to be reimbursable in accordance with the
           cost principles set forth in rules issued pursuant to Title V of the D.C.
           Procurement Practices Reform Act of 2010 shall be reimbursable.

G.11   HOURLY RATE CEILING

G.11.1   The ceilings for specified hourly rate items are set forth in Sections B.3 for the base and each option year.

G.11.2   The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Section B.3.

G.11.3   The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.

G.11.4   The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.

G.11.5   As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.

G.11.6   The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Section B.3, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.

G.11.7   No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.

G.11.8   If any hourly rate ceiling specified in Sections B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

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

G.12   ORDERING CLAUSE

G.12.1   Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.12.2   Any District Government agency Contracting Officer is authorized to issue task orders against this contract.

G.12.3   All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.12.4   If mailed, a delivery order or task order is considered "issued" when the District deposits the order   in the mail. Orders may be issued by facsimile or by electronic commerce methods.

Section H: SPECIAL CONTRACT REQUIREMENTS

H.1 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.1.2 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.1.3 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision 14, dated 7/16/2019, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 et seq., and incorporated herein as Section J.9. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

      (1) Pay;

      (2) Accumulated seniority and retirement;

      (3) Benefits; and

      (4) Other applicable service credits;

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

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

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

H.4   UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2   The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

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

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

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

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

(a)   The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

(b)   The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

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

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

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

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

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

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

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

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

H.6   SUBCONTRACTING REQUIREMENTS

H.6.1   <u>Mandatory Subcontracting Requirements</u>

H.6.1.1   For all contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.6.1.2   If there are insufficient SBEs to completely fulfill the requirement of paragraph H.6.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.6.1.3   A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.6.1.1 and H.6.1.2.

H.6.1.4   Except as provided in H.6.1.5 and H.6.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

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

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

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

H.6.2   **Subcontracting Plan**

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

 Each subcontracting plan shall include the following:

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

H.6.3   **Copies of Subcontracts**

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

H.6.4   **Subcontracting Plan Compliance Reporting**

H.6.4.1   If the Contractor has a subcontracting plan required by law for this contract, the

Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

(A) The price that the prime contractor will pay each subcontractor under the subcontract;

(B) A description of the goods procured, or the services subcontracted for;

(C) The amount paid by the prime contractor under the subcontract; and

(D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

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

H.6.5 Annual Meetings

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

H.6.6 Notices

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

H.6.7 Enforcement and Penalties for Breach of Subcontracting Plan

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

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

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

H.7   FAIR CRIMINAL RECORD SCREENING

H.7.1   The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.7.2   Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.7.3   After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.7.4   The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.7.5   This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

H.7.6   A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.8   RESERVED

H.9   AUDITS AND RECORDS

H.9.1   As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

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

H.9.3   **Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

a)   The proposal for the contract, subcontract, or modification;
b)   The discussions conducted on the proposal(s), including those related to negotiating;
c)   Pricing of the contract, subcontract, or modification; or
d)   Performance of the contract, subcontract or modification.

H.9.4   Comptroller General

H.9.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.9.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.9.5   **Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

a)   The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
b)   the data reported.

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

a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until thee (3) years after any resulting final termination settlement; and

b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.9.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.9.7, in all subcontracts under this contract that exceed the small purchase threshold of $100,000, and:

a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
b) For which cost or pricing data are required; or
c) That requires the subcontractor to furnish reports as discussed in H.9.5 of this clause.

H.10   DISTRICT RESPONSIBILITIES

The District will supply sufficient office space to meet the needs of contractor personnel. If the contractor proposes to perform tasks remotely, the contractor shall maintain and utilize its own broadband connection (at last 1GBps) at its own expense. The District will supply all needed VPN connections to ensure secure communications.

H.11   CONTRACTOR RESPONSIBILITIES - CONTINUITY OF SERVICES

H.11.1 The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

a. Furnish phase-out, phase-in (transition) training; and

b. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

H.11.2   The Contractor shall, upon the CO's written notice:

      a.   Furnish phase-in, phase-out services for up to 90 days after this contract expires and;

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

H.11.3   The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

H.11.4   The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

H.11.5   Only in accordance with a modification issued by the CO, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

1. *Covenant Against Contingent Fees*
2. *Shipping Instructions – Consignment*
3. *Patents*
4. *Quality*
5. *Inspection of Supplies*
6. *Inspection of Services*
7. *Waiver*
8. *Default*
9. *Indemnification*
10. *Transfer*
11. *Taxes*
12. *Appointment of Attorney*
13. *District Employees Not to Benefit*
14. *Disputes (DELETED – Replaced by I.4)*
15. *Changes (DELETED – Replaced by I.5)*
16. *Termination for Convenience of the District*
17. *Recovery of Debts Owed the District*
18. *Retention and Examination of Records*
19. *Non-Discrimination Clause (DELETED – Replaced by I.6)*
20. *Definitions*
21. *Health and Safety Standards*
22. *Appropriation of Funds*
23. *Buy American Act*
24. *Service Contract Act of 1965*
25. *Cost and Pricing Data (DELETED)*
26. *Multiyear Contracts*
27. *Termination of Contracts for Certain Crimes and Violations*
28. *Invoice Payment*
29. *Assignment of Contract Payments*
30. *The Quick Payment Act*
31. *Authorized Changes by the Contracting Officer (CO)*
32. *Contract Administrator*
33. *Publicity*
34. *Freedom of Information Act*
35. *51% District Residents New Hires and 1st Source Agreement (DELETED: Replaced by H.5)*
36. *Section 504 of the Rehabilitation Act of 1973, as amended*
37. *Americans with Disabilities Act of 1990 (ADA)*

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

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

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

RIGHTS IN DATA (January 2018)

A. Definitions

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

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. "District" – The District of Columbia and its agencies.

B. Title to Project Deliverables

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

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

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.3   INSURANCE

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

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

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

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with

coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a $1,000,000 personal and advertising injury limit, and a $2,000,000 products-completed operations aggregate limit.

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

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $5,000,000 per occurrence or claim, $5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This

insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. 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.

6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) $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:
>
>   Janice Parker Watson
>   Contracting Officer
>   Office of the Attorney
>   General
>   441 4th Street NW, Suite 1100 South
>   Washington, DC 20001
>   Phone: (202) 727-3400
>   Email: oag.businessopportunities@dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such

initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

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

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

I.4   DISPUTES

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

14. DISPUTES (April 2012)

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

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

(1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

(i)   A description of the claim and the amount in dispute;

(ii) Data or other information in support of the claim;

(iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

(iv) The Contractor's request for relief or other action by the CO.

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

(3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(4) The CO's written decision shall do the following:

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

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by
D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

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

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

relating to that contract, is a claim that can be resolved under a contract
clause that provides for the relief sought by the claimant.

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

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

    (i)   Provide a description of the claim or dispute;
    (ii)   Refer to the pertinent contract terms;
    (iii) State the factual areas of agreement and disagreement;
    (iv) State the reasons for the decision, including any specific findings of fact,
although specific findings of fact are not required and, if made, shall not
be binding in any subsequent proceeding;

    (v)   If all or any part of the claim is determined to be valid, determine the
amount of monetary settlement, the contract adjustment to be made, or
other relief to be granted;
    (vi) Indicate that the written document is the CO's final decision; and
    (vii) Inform the Contractor of the right to seek further redress by appealing
the decision to the Contract Appeals Board.

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

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

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

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

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

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

I.5 CHANGES

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

15. Changes (April 2012)

(a) The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.

(b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:

    (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
    (2) Obtains a certification of funding to pay for the additional work;
    (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
    (4) Provides the Contractor with written notice of the funding certification.

(c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:

    (1) Within five (5) business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
    (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
    (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.

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

I.6   NON-DISCRIMINATION CLAUSE

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

19. Non-Discrimination Clause (September 2011)

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.)* ("Act", as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

(b) Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:

  (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

  (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

      (a)   employment, upgrading or transfer;

      (b)   recruitment, or recruitment advertising;

      (c)   demotion, layoff or termination;

      (d)   rates of pay, or other forms of compensation; and

      (e)   selection for training and apprenticeship.

(3)   The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.

(4)   The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b) (2).

(5)   The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6)   The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

(7)   The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

(8)   The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b) (1) through (b) (9) of this clause, so that such provisions shall be binding upon each subcontractor.

(9)   The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.7   ORDER OF PRECEDENCE

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

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

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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

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

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

J.9	U.S. Department of Labor Wage Determination No. 2015-4281, Revision 1 dated July 16, 2019 (11 pages)
J.12	Bidder/Offeror Certification Form (3 pages) Available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"

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

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

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

K.2.1   Definitions. As used in this provision:

   a. **Controlled substance**: means a controlled substance in schedules I through V
   of Section 202 of the Controlled Substances Act (21 U.S.C. **§** 812) and as
   further defined in regulation at 21 CFR 1308.11 - 1308.15.

   b. **Conviction:** means a finding of guilt (including a plea of nolo contendere) or
   imposition of sentence, or both, by any judicial body charged with the
   responsibility to determine violations of the federal or state criminal drug statutes.

   c. **Criminal drug statute:** means a Federal or non-Federal criminal statute
   involving the manufacture, distribution, dispensing, possession or use of any
   controlled substance.

   d. **Drug-free workplace:** means the site(s) for the performance of work done by the
   Contractor in connection with a specific contract at which employees of the
   Contractor are prohibited from engaging in the unlawful manufacture,
   distribution, dispensing, possession, or use of a controlled substance.

   e. **Employee:** means an employee of a contractor directly engaged in the performance
   of work under a District contract. "Directly engaged" is defined to include all direct
   cost employees and any other contractor employee who has other than a minimal
   impact or involvement in contract performance.

   f. **Individual:** means an Offeror/contractor that has no more than one
   employee including the Offeror/contractor.

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

   (1)   Publish a statement notifying its employees that the unlawful manufacture,
   distribution, dispensing, possession, or use of a controlled substance is prohibited
   in the Contractor's workplace and specifying the actions that will be taken against
   employees for violations of such prohibition;

   (2) Establish an ongoing drug-free awareness program to inform such employees about:
   a.   The dangers of drug abuse in the workplace;
   b.   The Contractor's policy of maintaining a drug-free workplace;

    c. Any available drug counseling, rehabilitation, and employee assistance programs; and

    d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.2.2(1) of this clause;

(4) Notify such employees in writing in the statement required by section K.2.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:

    a. Abide by the terms of the statement; and
    b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the CO in writing within 10 days after receiving notice under section K.2.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under section K.2.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

    a. Take appropriate personnel action against such employee, up to and including termination; or
    b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.2.2(1) through K.2.2(6) of this clause.

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

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1.   CONTRACT AWARD

L.1.1   Most Advantageous to the District

The District intends to award one or more IDIQ contracts resulting from this solicitation to the responsible Offerors whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2   SELECTION OF NEGOTIATION PROCESS

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

L.2   PROPOSAL ORGANIZATION AND CONTENT

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

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

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

L.2.4 The Offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal."

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

technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements as set forth in Section C. The proposal shall clearly demonstrate that the Offeror possesses the Corporate Experience, a Staffing and Management Plan that clearly illustrates the recruitment, candidate vetting, and talent management processes and relevant Past Performance required to successfully perform the services required in Section C. In addition, the proposal shall include:

A. At least three (3) relevant client references with at least one being from the District Government.

B. A narrative on how the Offeror will obtain qualified staff for this project.

C. A List of potential subcontractors, if any, with which the Offeror has agreement(s) to provide staffing resources.

D. A detailed staffing plan.

L.2.6 Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. (See Section K, Attachment J.12.)

L.2.7 The District will reject any offer that fails to include a subcontracting plan that is required by law.

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

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

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

L.4.1   Proposal Submission

L.4.1.1   Proposals must be submitted to the OAG Business Opportunities Mailbox at

oag.businessopportunities@dc.gov no later than the closing date and time set forth on page 1. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

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

L.4.1.3   It is solely the Offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded to oag.businessopportunities@dc.gov before the closing time.

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

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

L.4.2   Late Proposals

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

L.4.3   Late Modifications

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

L.5   EXPLANATION TO PROSPECTIVE OFFERORS

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

L.6   RESTRICTION ON DISCLOSURE AND USE OF DATA

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

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part

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

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

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

L.7   PROPOSALS WITH OPTION YEARS

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

L.8   PROPOSAL PROTESTS

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

L.9   UNNECESSARILY ELABORATE PROPOSALS

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

L.10   RETENTION OF PROPOSALS

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

L.11   PROPOSAL COSTS

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

L.12   CERTIFICATES OF INSURANCE

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

L.13   ACKNOWLEDGMENT OF AMENDMENTS

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

L.14   BEST AND FINAL OFFERS

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

L.15   LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

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

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

L.16   FAMILIARIZATION WITH CONDITIONS

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

L.17   GENERAL STANDARDS OF RESPONSIBILITY

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

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

(a)   Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

(b)   Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;

(c)   Has a satisfactory performance record;

(d)   Has a satisfactory record of integrity and business ethics;

(e)   Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

(f)   Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984,

as amended, D.C. Official Code § 2-219.01 et seq.;

(g)   Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

(h)   Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;

(i)   Has not exhibited a pattern of overcharging the District;

(j)   Does not have an outstanding debt with the District or the federal government in a delinquent status; and

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

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

L.18   KEY PERSONNEL

L.18.1   The District considers all positions listed in Section C.5 to be key personnel for this contract.

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

SECTION M - EVALUATION FACTORS FOR AWARD

M.1   EVALUATION FOR AWARD

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

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

M.2   TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
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.

M.2.3 If subfactors are applied, the Offeror's total technical score will be determined by adding the Offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3   EVALUATION CRITERIA

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

M.3.1   TECHNICAL CRITERIA   (__80__ Points Maximum)

The technical rating criteria and weightings are as follows:

M.3.1.1   Staffing and Management Plan

The Offeror has a staffing and management plan that clearly illustrates the recruitment, candidate vetting, and talent management processes.

M.3.1.2   Corporate experience

M.3.1.2.1   The Offeror has demonstrated successful prior experience in providing technology staffing and experience managing utilizing Agile Software Development Methodology;

M.3.1.2.2   The Offeror has experience staffing Cloud-native software development projects or human service applications.

M.3.1.2.3   The Offeror has significant demonstrated experience with technologies such as Salesforce, Amazon Web Services (AWS), Microsoft Azure, Angular, and Node.js.

M.3.1.3 Past Performance

This factor considers the extent and relevance of the offeror's past performance within the past five years.

The Offeror shall provide at least three (3) references the offeror has contracted with within the last five (5) years who can provide information regarding the quality of the offeror's past performance at performing work similar to the work described in the subject proposal. The offeror must provide contact information including the names, telephone and email addresses of reference sources who can provide information on the quality of the offeror's past performance. OAG will directly contact the references sources to obtain information on the offeror's past performance.

(OAG recommends that the Offeror alert the contact references to let them know their names have been submitted as reference sources and to authorize them to provide past performance information to OAG when OAG requests it.)

Weighting: 80%   (80 points maximum)

M.3.2   PRICE CRITERION   (_20_ Points Maximum)

M.3.2.1   The Offeror's total price for the base and option years will be converted to a price score as described below. Price is less important than the combined weight of the technical factors listed above.

M.3.2.2   The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\textbf{Lowest price proposal}}{\textbf{Price of proposal being evaluated}} \quad \textbf{x} \quad \textbf{20} \quad \textbf{=} \quad \textbf{Evaluated price score}$$

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

M.5.   PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1   Application of Preferences

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

M.5.1.1   Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.

M.5.1.2   Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.

M.5.1.3   Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.

M.5.1.4   Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.1.5   Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.1.6   Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.1.7   Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

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

M.5.2 **Maximum Preference Awarded**

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

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

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

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

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

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

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

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

M.6   EVALUATION OF PROMPT PAYMENT DISCOUNT

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

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.0766