

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement



TASK ORDER INVITATION FOR BID

TO: DC Supply Schedule IT Services and MOBIS Holders

SOLICITATION No.: DOC554481

CAPTION: Fraud Detection Software

ISSUANCE DATE: March 1, 2021

DUE DATE: March 15, 2021

The Office of Contracting and Procurement (OCP), on behalf, of the Department of Employment Services (DOES), seeks a Contractor to provide **Fraud Caster Suite of products or equivalent software solution** to be used by the Agency to identify potential improper payments and fraud in the unemployment insurance (UI) program.

The task order proposal should be prepared according to the instructions listed below:

1. SUBMISSION REQUIREMENTS

The Bidder submission shall be submitted as “Task Order Invitation for Bid No. DOC554481– Fraud Detection Software.”

The bid shall, at minimum, include:

- a. Copy of offeror’s DC Supply Schedule;
- b. Price quote in accordance with offeror’s DC Supply Schedule rates or lower (Attachment B).
- c. Bidder(s) Authorized Resellers License
- d. Completed Compliance Forms.

2. TASK ORDER INVITATION FOR BID

The bid must be submitted through the District’s online solicitation database (eSourcing). The subject heading should read as follows:

“Task Order Invitation for Bid No.: DOC554481 Fraud Detection Software.”

3. BID SUBMISSION DATE

The closing date for receipt of proposals is 2:00 p.m. March 15, 2021.

4. METHOD OF AWARD

In order to be considered technically acceptable proposals must meet the following minimum requirements.

- a. The Bidder shall be an authorized reseller
- b. The Bidder shall provide a copy of their reseller license.

- c. The Bidder shall provide services in accordance with the SOW (Attachment A.)
- d. The Bidder shall provide a price quote for all products or services in accordance with the Price Schedule (Attachment B).
- e. The District intends to award a single contract resulting from this solicitation to the responsive and responsible offeror who has the lowest price technically acceptable.
- f. The Bidder shall be in compliance with all applicable District tax and reporting laws and regulations.

5. TERM OF CONTRACT

5.1 The term of the contract shall be from date of award specified on the cover page of this contract through one year thereafter.

5.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

5.2.1 The District may extend the term of this contract for a period of **four (4) one-year** option Period(s), 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.

5.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision

5.2.3 The price for the option period(s) shall be as specified in the Section B of the contract.

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

6. DELIVERY

Arif Sheikh
 Assistant General Counsel, Office of the General Counsel
 Department of Employment Services
 4058 Minnesota Avenue, NE, Suite 5800
 Washington, DC 20019
arif.shiekh@dc.gov

7. COMPENSATION AND PAYMENT

- a) 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.
- b) The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

8. INVOICE SUBMITTAL

- a) The Contractor shall create and submit payment requests in an electronic format through the DC

Vendor Portal, <https://vendorportal.dc.gov>

- b) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the executed task order.
- c) 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.

9. CONTRACTING OFFICER (CO)

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

Alvin N. Stith
Office of Contracting and Procurement
4058 Minnesota Avenue, Suite 5300
Washington, DC 20019
Telephone: 202-671-3100
E-mail: alvin.stith2@dc.gov

10 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 10.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 10.2** The Bidder 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.
- 10.3** In the event the Bidder 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.

11. CONTRACT ADMINISTRATOR (CA)

The CA is responsible for general administration of the contract and advising the CO as the Bidder'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:

- 11.1** 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;
- 11.2** Coordinating site entry for staffing personnel, if applicable;
- 11.3** Reviewing invoices for completed work and recommending approval by the CO if the Bidder's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- 11.4** 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
- 11.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

11.6 The address and telephone number of the CA is:

Arif Sheikh,
Assistant General Counsel, Office of the General Counsel
Department of Employment Services
4058 Minnesota Avenue, NE, Suite 5800
Washington, DC 20019
arif.sheikh@dc.gov

11.7 The CA shall NOT have the authority to:

- a) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- b) Grant deviations from or waive any of the terms and conditions of the contract;
- c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d) Authorize the expenditure of funds by the Contractor;
- e) Change the period of performance; or
- f) Authorize the use of District property, except as specified under the contract.

11.8 The Bidder will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer.

12. ATTACHMENTS

Attachment A – Statement of Work
Attachment B – Price Schedule

ATTACHMENT A



DC DEPARTMENT OF EMPLOYMENT SERVICES

Office of Information Technology

SOW

C.1 SCOPE OF SERVICES

The Government of the District of Columbia (District) Office of Contracting and Procurement (OCP), on behalf of the Department of Employment Services (DOES), seeks a Contractor to provide Suite of products or equivalent software solution to be used by the Agency to identify potential improper payments and fraud in the unemployment insurance (UI) program.

C.2 BACKGROUND

Unemployment Insurance (UI) is a program operated by the District of Columbia to pay benefits to unemployed workers through no fault of their own, ready, willing, and able to work, and who are otherwise eligible for benefits. The UI program is administered by the Department of Employment Services and is financed through taxes paid by employers doing business in the District of Columbia; no deductions are taken from a worker's paycheck.

As a result of the Covid 19, unemployment claims have reached unprecedented levels resulting in a need for DOES to expand and automate their fraud detection services, focusing on program integrity functions, including preventing and detecting improper payments and potential identity fraud within the UI program. To support the demand, the Department of Employment Services Office of Information Technology (OIT) requests a quote to procure the FraudCaster Platform or equivalent software solution.

C.3 PERIOD OF PERFORMANCE

The performance period shall be from the date of award through one (1) year with four (4) one-year options.

C.4 REQUIREMENTS

This project's requirements focus on acquiring the ID FraudCaster and CaseTracker platforms or equivalent solution supporting DOES fraud detection activities for the District UI program. The requirements for this solution are:

- C.4.1 The Contractor shall provide a hosted fully functioning ID FraudCaster or equivalent platform accessible via the web 24 hours a day, seven days a week, supporting unlimited users.
- C.4.2 The Contractor shall provide a hosted fully functioning CaseTracker or equivalent platform accessible via the web 24 hours a day, seven days a week that supports 15 users.
- C.4.3 The Contractor shall provide a hosted, fully functioning SuperSearch or equivalent platform accessible via the web 24 hours a day, seven days a week, that supports ten users.

- C.4.4 The Contractor shall provide a hosted fully functioning Clear ID Confirm or equivalent batch service for 300 applications per day.
- C.4.5 The Contractor shall provide a solution that is FedRAMP "high" certified.
- C.4.6 The Contractor shall provide Claimant Validation for an unlimited number of claimants through ID FraudCaster or an equivalent solution to identify risk areas.
- C.4.7 The Contractor shall provide Employer Validation for an unlimited number of employers through ID FraudCaster or an equivalent solution to identify risk areas.
- C.4.8 The Contractor shall configure and deploy up to twenty (20) risk alert flags with notifications.
- C.4.9 The Contractor shall provide Geospatial Analysis for both claimant and employer data for geospatial analysis to analyze participants' relationships.
- C.4.10 The Contractor shall provide a street-level mapping of claimant and employer locations for an unlimited number of entities.
- C.4.11 The Contractor shall provide Data Matching for an unlimited number of claimants.
- C.4.12 The Contractor shall provide incarceration search capabilities for a minimum of ten (10) users
- C.4.13 The Contractor shall provide a dashboard view detailing the claimants and their associated risk scores.
- C.4.14 The Contractor shall provide onboarding support for 16 weeks and customer support for one year.
- C.4.15 The Contractor shall provide training for up to 25 DOES staff
- C.4.16 The Contractor shall provide written user and platform documentation
- C.4.17 The Contractor shall provide a one-time lookback search for all PUA, PEUC, and UI Claims from 3/1/2020 – present.

C.5 DELIVERABLES

CLIN	Requirement	Deliverable	Quantity	Due Date
0001	C.4.1, C.4.2, C.4.3, C.4.4, C.4.5, C.4.6, C.4.7, C.4.8, C.4.9, C.4.10, C.4.11, C.4.12, C.4.13	Software Subscription Services	1	03/12/2021
0002	C.4.15, C.4.16	User Training	1	03/12/2021
0003	C.4.17	One-Time Pandemic Lookback Search	1	03/19/2021
0003	C.4.14	Onboarding Fee	1	03/19/2021

ATTACHMENT B PRICE SCHEDULE

B.1 PRICE SCHEDULE

B.1.1 Base Year

CLIN	Description	QTY	Unit	Unit Price	Total Price
0001	Software Subscription Services	1	Lot	\$	\$
0002	Training	1	Lot	\$	\$
0003	On Boarding Fee	1	Lot	\$	\$
Total					\$

B.1.2 Option Year 1

CLIN	Description	QTY	Unit	Unit Price	Total Price
1001	Software Subscription Annual Fee (Maintenance & Support)	1	Lot	\$	\$
Total					\$

B.1.3 Option Year 2

CLIN	Description	QTY	Unit	Unit Price	Total Price
2001	Software Subscription Annual Fee (Maintenance & Support)	1	hr.	\$	\$
Total					\$

B.1.4 Option Year 3

CLIN	Description	QTY	Unit	Unit Price	Total Price
3001	Software Subscription Annual Fee (Maintenance & Support)	1	hr.	\$	\$
Total					\$

B.1.5 Option Year 4

CLIN	Description	QTY	Unit	Unit Price	Total Price
4001	Software Subscription Annual Fee (Maintenance & Support)	1	hr.	\$	\$
Total					\$

All redactions (2)(a)(1)

PRICE PROPOSAL

In Response to Task Order Invitation for Bid No: DOC554481 Fraud Detection Software

Submitted on March 15, 2021

Submitted by
Techflairs
804,30 th ST SE, Washington, DC 20019
Email: shalini@techflairs.com
Phone: 551-208-7562
FEIN: [REDACTED]

Submitted to
Department of Employment Services- DOES
Attn: Contracting Officer
Alvin N. Stith
Office of Contracting and Procurement
4058 Minnesota Avenue, Suite 5300
Washington, DC 20019
Telephone: 202-671-3100
E-mail: alvin.stith2@dc.gov

To,

Alvin N. Stith
Office of Contracting and Procurement
4058 Minnesota Avenue,
Suite 5300 Washington, DC 20019
Telephone: 202-671-3100
E-mail: alvin.stith2@dc.gov

Re: In Response to Task Order Invitation for Bid No: DOC554481 Fraud Detection Software

Dear Mr. Stith,

Thank you for the opportunity, TECHFLAIRS is pleased to submit the request to Department of Employment Services- DOES in response to **Task Order Invitation for Bid No: DOC554481 Fraud Detection Software.**

TECHFLAIRS is a CBE Certified and DCSS schedule holder in the District of Columbia. Our Certified Business Enterprise -CBE Certification No. is. LSDZR67948122021. Techflairs holds **DCSS- MOBIS - CW73416** and Temporary Support Services- CW84153.

Techflairs has identified **PONDERA**- part of Thomson Reuters **Fraud Caster and Case Tracker** solution to be ideal choice to help the Agency to identify potential improper payments and fraud in the unemployment insurance (UI) program.

The Solution meets all the Requirements mentioned in **Task Order Invitation for Bid No: DOC554481 Fraud Detection Software** under the section Statement of Work – C.4, and we are confident that TECHFLAIRS has provided the best quote for the required solution.

Having successfully completed implementations and deliverables with the District Agencies, we look forward working with DOES.

If you have any questions or require additional information, please contact me Shalini Devasahayam directly – the authorized negotiator for TECHFLAIRS at 551-208-7562 or contact via e-mail at Shalini@Techflairs.com. Our company is located at 804, 30th ST SE Washington, DC 20019, and our website is <https://techflairs.com/>.

Sincerely,



Shalini Devasahayam
TECHFLAIRS-Chief Executive Officer

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1.0 PROPOSED SOLUTION

Pondera is built on a scalable, modular architecture that can rapidly analyze the massive data sets found in many federal government programs. Using a combination of third-party databases, rules-based analysis, prediction algorithms, and machine learning, the system can help federal government agencies validate program beneficiaries, service providers, and discrete transactions. This helps the District Agency to identify individual cases of fraud or abuse as well as trends, patterns, and clusters that may indicate existing or emerging problems.

2.0 FRAUD CASTER

2.1 Why Pondera for Fraud Detection?

✓ Investigation-ready Leads

Pondera combines powerful analytics, special investigation services, and intuitive design to deliver the most important leads to your analysts and investigators.

✓ Intuitive Analytics

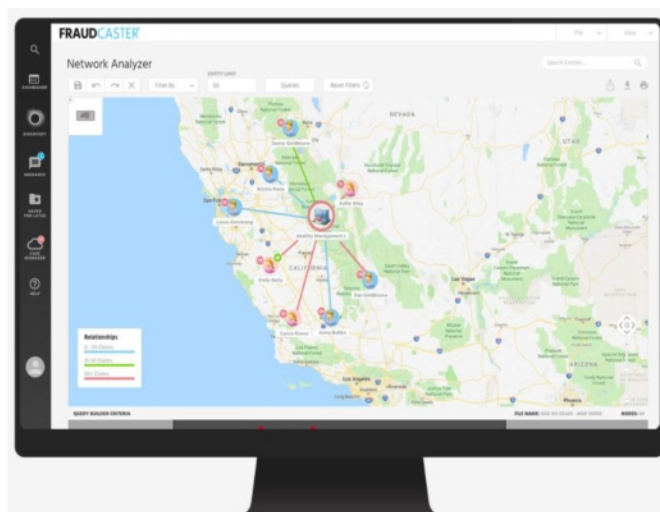
Trends, patterns, clusters, and individual leads are delivered through easy to interpret graphs, link charts, tables, and other methods to clearly display the cause for suspicion.

✓ Continuous Improvement

Pondera continually improves detection accuracy with machine learning and structured customer feedback processes to keep pace with emerging fraud trends and methods.

✓ Advanced Analytics

Pondera employs advanced prediction and machine learning algorithms to identify outliers and fraud schemes.



2.2 Features

The below are the key features of Pondera's Fraud Caster Solution.

- **Profiles**

A comprehensive view of program participant's eligibility information, alerts, behaviors, and transactions

- **Social Media Analyzer**

Social media footprint to analyze unusual behaviors and previously unknown relationships Scorecard.

Stack-ranked lists of all program providers and participants based on their risk for fraud.

- **Claims Visualizer**

Temporal analytics display transaction behaviors over time.

- **Alerts**

Configurable notifications when a transaction or action violates a predetermined threshold.

- **Messaging**

Pondera's cloud based integrated messaging system enables teams to share cases, files, and profiles within the dashboard and allows team members to create notes for profiles, alerts and cases.

- **Super Search**

Powerful search capabilities to comb through program and public records data.

- **Network Analyzer**

Link charts connect program participants and display changes to the network over time.

3. CASETRACKER™

CaseTracker™ is fully integrated with the fraud detection system to receive, work, and close investigations. It is built by investigators, for investigators. Every feature is designed specifically to support fraud investigations.

- ✓ **Investigation support**

CaseTracker™ is designed specifically to support government fraud investigations with the intent to recover improper payments and prosecute cases.

- ✓ **Fully integrated with fraud system**

Easily convert leads into cases and import all relevant details from the integrated fraud detection system. Case resolution statistics are fed back into the fraud detection system for improved analytics.

3.1 Features

The below are the key features of the CaseTracker application.

- **Secure Content Management**

Create notes, calls, tasks, etc and add documents, images, and videos to cases.

- **Intelligent Alerts**

Receive system generated alerts when new fraud alerts are found, when other investigators add information to your case, or when your case details that of another investigator's case.

- **Flexible Workflows and Approvals**

Customize investigation workflows and approval hierarchies to support your current processes and move cases to resolution.

- **Comprehensive Reporting**

Automatically generate reports for investigator productivity and case progression. Create and submit required agency, state, and federal reports.

4.0 PRICE SCHEDULE

The solution includes all the requirements stated in the **Task Order Invitation for Bid No: DOC554481 Fraud Detection Software** under the section Statement of Work – C.4 .

4.1 Base Year

CLIN	Description	QTY	Unit	Unit Price	Total Price
0001	Software Subscription Services	1	Lot	\$669,562.88	\$669,562.88
0002	Training	1	Lot	\$Included	\$
0003	On Boarding Fee	1	Lot	\$Included	\$
Total					\$669,562.88

4.2 Option Year 1

CLIN	Description	QTY	Unit	Unit Price	Total Price
1001	Software Subscription Annual Fee (Maintenance & Support)	1	Lot	\$545,914.88	\$545,914.88
Total					\$545,914.88

4.3 Option Year 2

CLIN	Description	QTY	Unit	Unit Price	Total Price
2001	Software Subscription Annual Fee (Maintenance & Support)	1	hr.	\$545,914.88	\$545,914.88
Total					\$545,914.88

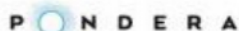
4.4 Option Year 3

CLIN	Description	QTY	Unit	Unit Price	Total Price
3001	Software Subscription Annual Fee (Maintenance & Support)	1	hr.	\$545,914.88	\$545,914.88
Total					\$545,914.88

4.5 Option Year 4

CLIN	Description	QTY	Unit	Unit Price	Total Price
4001	Software Subscription Annual Fee (Maintenance & Support)	1	hr.	\$545,914.88	\$545,914.88
Total					\$545,914.88

5.0 RESLLER AGREEMENT



RESELLER AGREEMENT

This Reseller Agreement (Agreement) is made as of March 11, 2021 (Effective Date) between Pondera Solutions, LLC, a Thomson Reuters company (Pondera), having offices at 80 Blue Ravine Road, Suite 250, Folsom, CA 95630, and TECHFLAIRS (Reseller), having offices at 804 30th Street SE, Washington DC 20019.

WHEREAS, Pondera is the provider of a certain fraud, waste, and abuse analytics solution known as ID FraudCaster®, an investigative case management solution known as CaseTracker™, and all related services; and

WHEREAS, Pondera desires to permit Reseller to offer FraudCaster, CaseTracker, and related services to the District of Columbia Department of Employment Services (DOES).

NOW, THEREFORE, the Parties, agreeing to be mutually bound by the terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. SCOPE OF THE AGREEMENT

Pondera will provide a restricted license so as to permit Reseller to offer to annual subscriptions of ID FraudCaster® and CaseTracker™ (including stated functionality and quantities) and related implementation, maintenance, and operations services all as necessary to meet the requirements set forth in Invitation for Bid (IFB) Section C.4. Thomson Reuters CLEAR® public records data will be provided as a supplement to FraudCaster and requires that the DOES sign the General Terms and Conditions attached as Exhibit A in order to receive access to the CLEAR data.

2. FEES AND TAXES

Reseller will pay the fees in accordance with the payment schedule, which fees and payment schedule are set forth in Exhibit B. Pondera will provide an invoice to Reseller in accordance with the payment schedule. Reseller will invoice DOES will invoice within 2 business days of receipt of Pondera's invoice. Payment of the applicable invoice is due to Pondera within 5 business days of Reseller's receipt of corresponding payment from DOES. Reseller's payments to Pondera will be made via ACH in accordance with the banking information to be provided by Pondera on each invoice.

3. TERM OF AGREEMENT

This Agreement will continue for so long as Reseller's agreement with DOES remains in full force and effect.

4. RESTRICTED LICENSE

- A. Pondera hereby grants to Reseller, during the term of this Agreement, a non-exclusive license to be an authorized reseller of FraudCaster, CaseTracker, and related services (Solution), subject to the restrictions contained in this Agreement.
- B. Reseller may resell the Solution solely to DOES for the purpose described in the IFB.
- C. Reseller agrees that if Pondera determines or reasonably suspects that Reseller is violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, Pondera may take immediate action, including terminating the delivery of, and the license to resell, the Solution.
- D. Reseller shall not remove or obscure the copyright notice or other notices contained on Pondera's Solution and/or related materials.

5. CONFIDENTIALITY

- A. "Confidential Information" means information belonging to or in the possession of Pondera which is confidential or a trade secret and is furnished or disclosed to Reseller under this Agreement (including third party confidential information): (i) in tangible form and marked or designated in

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writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and is of a nature that a reasonable person would understand to be confidential or a trade secret. Confidential Information includes any information pertaining to DOES data, information and materials, and Pondera's (or its third party's) proprietary fraud solutions and associated training, documentation and other materials, regardless of how they are disclosed or whether they are marked.

- B. Reseller agrees (i) to hold Pondera's Confidential Information in strict confidence affording Pondera's Confidential Information at least the same level of protection against unauthorized disclosure or use as Reseller normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of Pondera's Confidential Information to Reseller's own employees having a need to know the information for the purposes of this Agreement; (iii) not to disclose any such Confidential Information to any third party; (iv) to use Pondera's Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; and (v) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure. Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of this Agreement or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information.
- C. Confidential Information does not include any information that, as evidenced by written documentation (i) is already known to Reseller without restrictions at the time of its disclosure by Pondera; (ii) after its disclosure by Pondera, is made known to Reseller without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Agreement; or (iv) is independently developed by Reseller without reference to the Pondera's Confidential Information. If Reseller receives a subpoena or other valid administrative or judicial notice requesting the disclosure of Pondera's Confidential Information, Reseller will promptly notify Pondera. If requested, Reseller will provide reasonable cooperation to Pondera in resisting or limiting the disclosure at Pondera's expense. Subject to its obligations stated in the preceding sentence, Reseller may comply with any binding subpoena or other process to the extent required by law but will in doing so make every effort to secure confidential treatment of any materials disclosed.
- D. All Confidential Information transmitted pursuant to this Agreement shall be and remain the property of Pondera, and all such information and any copies thereof shall be, at Pondera's option and upon its written request, promptly returned to Pondera or destroyed and certified to such destruction by Reseller.

6. TERMINATION

This Agreement will automatically terminate at such time as DOES terminates its contract with Reseller.

Pondera may terminate this Agreement if Pondera believes in its sole but reasonable judgment, that Reseller has failed to comply with any material obligations under this Agreement, including the failure to pay in full, without set off, all monies due to Pondera in accordance with Section 2 of this Agreement.

Prior to taking any action to terminate this Agreement for cause, Pondera shall notify Reseller in writing of the basis for termination and will work with Reseller to determine whether the breach may be cured. If the Parties determine the breach to be curable, Reseller will, within 15 days implement the measures agreed upon by the Parties to correct such breach at no cost to Pondera.

7. LIMITATION OF LIABILITY

If a party should become entitled to claim damages under this Subcontract (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim) in no event will the other party's

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liability exceed the amount of the claiming party's actual damages, up to a maximum total liability amount that is equivalent, in the aggregate, to the amounts paid and to be paid under this Agreement.

In no event will either party be liable to the other party for any lost profits, loss of business, or other consequential, special, incidental, indirect, exemplary, or punitive damages arising out of or related to this Agreement.

8. MISCELLANEOUS

- A. Reseller shall comply with all applicable laws relevant to its duties, obligations and performance under this Agreement.
- B. Pondera does not transfer, and Reseller does not obtain, any patent rights, copyright interest or other right, claim or interest in the Solution, related materials, manuals or other proprietary items utilized or provided by Pondera.
- C. Neither Party will use, or permit their respective employees, agents Customers and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of the other Party, or the other Party's affiliates, whether registered or unregistered, without such other Party's prior written consent.
- D. Neither Party will be liable to the other for any delay or failure in its performance of any of the acts required by this Agreement (other than for payment obligations) if and to the extent that such delay or failure arises beyond the reasonable control of such Party, including, without limitation, acts of God or public enemies, labor disputes, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
- E. Any claim, controversy or dispute arising under or related to this Agreement will be governed by the laws of the State of Minnesota, without regard to any provision of Minnesota law that would require or permit the application of the substantive law of any other jurisdiction.
- F. Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as such party will have specified in a notice given in accordance with this section:

In the case of Pondera:	In the Case of Reseller
Pondera Solutions, LLC 80 Blue Ravine Rd., Suite 250 Folsom, CA 95630 Attn: Controller Email: denise.mendoza@tr.com Phone: 916-620-9466	TECHFLAIRS 804 30th Street SE, Washington DC 20019 Attn: Shalini Devasahayam Phone: 551.208.7562 Email: Shalini@Techflairs.com

- G. The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

PONDERA

- H. In the event of any conflict between or among the provisions contained in this Agreement, the following order of precedence will govern: (i) Exhibit A to this Agreement; (ii) Exhibit B to this Agreement; (iii) this Agreement.
- I. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.
- J. Reseller and the agents and employees of Reseller, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Pondera.
- K. The Exhibits referred to in and attached to this Agreement are made a part of it as if fully included in the text.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

Pondera Solutions, LLP, a Thomson Reuters
Company (Pondera)

TECHFLAIRS (Reseller)

By: 

By: 

Name: Sharie A. Kirsch

Name: Shalini Devasahayam

Title: Sr. Vice President

Title: Chief Executive Officer

PONDERA

Exhibit A



THOMSON REUTERS

**Thomson Reuters General Terms and Conditions
Version 2.1**

These terms govern your use of the Thomson Reuters products and services in your order form (in any format). "We", "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form.

Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the products or services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products or services.

(c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to

automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information.** We may collect information related to you or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, and create and own derivative works based on such information, provided such information is not identifiable to you or any other person and (ii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products and services to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

P O N D E R A

(i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data

or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

2. INFORMATION SERVICES

(a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and

(iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

(a) **License.** You may install and use our software and documentation only for your own internal business

purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

(a) **License.** You may use our SaaS only for your own internal business purposes.

(b) **Delivery.** We deliver our SaaS by providing you with online access to it. When you access our SaaS, you are accepting it for use in accordance with the Agreement.

(c) **Content.** Our SaaS is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the SaaS, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the SaaS from any available backup copy.

5. CHARGES

(a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes.** During the term, we can increase, or adjust the basis for calculating, the charges on a periodic basis as set out in your order form. Except as otherwise specifically stated in the order form, we may increase, or adjust the basis for calculating, the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

PONDERA

(c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES.** UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT

PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.

(b) **INFORMATION.** OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.

(c) **SOFTWARE.** WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

(d) **DISCLAIMER.** YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.

(e) **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU

OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY

P O N D E R A

OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.

9. LIABILITY

(a) **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

(b) **Unlimited Liability.** Section 9(a) does not limit either party's liability for

(i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your indemnification obligations in Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors;

(iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Obligations.** You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property)); (ii) your or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data ; or

(iv) an assertion by any person accessing or receiving the benefit of any part of our products, services or data through you.

(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

(a) **Term.** The term and any renewal terms for the products and services are described in your order form. If not otherwise stated in the order form, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

(b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party

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rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.

(d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

(e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 30 days, you may terminate the agreement immediately upon written notice.

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with one or more products or services, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

(b) **Feedback.** You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

(d) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

(e) **Precedence.** The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

6.0 COPY OF MOBIS CONTRACT

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CW73416	Page of Pages 1 1
2. Amendment/Modification Number M0002	3. Effective Date 11/16/20	4. Requisition/Purchase Request No.	5. Solicitation Caption Mission Oriented Business Integrated Services (MOBIS)
6. Issued by: Office of Contracting and Procurement 441 4 th Street, NW, Suite 330 South Washington, DC 20001		7. Administered by (if other than line 6) Office of Contracting and Procurement 441 4 th Street, NW, Suite 330 South Washington, DC 20001	
8. Name and Address of Contractor (No. street, city, county, state and zip code) Techflairs, Inc. Attn: Shalini Devasahayam 804 30th Street SE Washington, DC 20019 Tel#: (551) 208-7562 Code Facility		9A. Amendment of Solicitation No. 9B. Dated (See Item 11) 10A. Modification of Contract/Order No. X CW73416 10B. Dated (See Item 13) 11/16/19	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. Accounting and Appropriation Data (If Required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14			
A. This change order is issued pursuant to (Specify Authority): The changes set forth in item 14 are made in the contract/order no. in item 10A.			
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR.			
C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR, Chapter 36, Section 3601.2			
X D. Other (Specify type of modification and authority) 27 DCMR, Chapter 2008			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return one copy to the issuing office.			
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Pursuant to section 1.9, Option to Extend the Term of the Contract, Contract Number CW73416, the contract is modified as follows: A. The District of Columbia Office of Contracting and Procurement hereby exercises its option to extend the term of the contract for the period of November 16, 2020 through November 15, 2021 (Option Year 1). The maximum contract amount is not-to-exceed \$950,000. B. The contractor is bound by Wage Determination No. 2015-4281, rev. 16, dated April 23, 2020 , issued by the Department of Labor. (Attached)			
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.			
15A. Name and Title of Signer (Type or print) Shalini Devasahayam-CEO		16A. Name of Contracting Officer Julius J. Wiggins	
15B. Name of Contractor Techflairs (Signature of person authorized to sign)	15C. Date Signed 11/5/2020	16B. District of Columbia Julius Wiggins (Signature of Contracting Officer)	16C. Date Signed 10/13/2020



March 15, 2021

Alvin N. Stith
Office of Contracting and Procurement
4058 Minnesota Avenue, Suite 5300
Washington, DC 20019
Telephone: 202-671-3100

Subject: Fraud Detection Software (DOC554481)

Dear Mr. Stith,

MVS, Inc. is pleased to submit our Price Proposal in reference to your Solicitation for Fraud Detection Software (DOC554481) for the DOES. Our proposal contains all the requested documentation.

MVS is an CBE Certified HUBZone small business and DC Supply Schedule holder with over 20 years of experience in providing information technology hardware and IT support services to state, local and federal government agencies.

MVS understands the general terms as it is outlined in the solicitation and will abide by the terms and conditions put forth in the solicitation. We agree to hold offered prices firm for 30 calendar days from the date of submission, March 15, 2021.

If you have any questions, please feel free to contact me at (202) 722-7981 x162 or via email at rgregory@mvsconsulting.com.

Sincerely,

Rodney
Gregory

Digitally signed by Rodney Gregory
DN: cn=Rodney Gregory, o=MVS Inc.,
email=rgregory@mvsconsulting.com,
c=US
Date: 2021.03.15 11:10:57 -0400

Rodney Gregory
Sales Representative
MVS, Inc.

MVS, Inc.
Solicitation - DOC554481
Privileged, Proprietary, and Confidential Information of MVS, Inc., 2021

ATTACHMENT B PRICE SCHEDULE

B.1 PRICE SCHEDULE

B.1.1 Base Year

CLIN	Description	QTY	Unit	Unit Price	Total Price
0001	Software Subscription Services	1	Lot	\$662,350.69	\$662,350.69
0002	Training	1	Lot	\$Included	\$Included
0003	On Boarding Fee	1	Lot	\$Included	\$Included
Total					\$662,350.69

B.1.2 Option Year 1

CLIN	Description	QTY	Unit	Unit Price	Total Price
1001	Software Subscription Annual Fee (Maintenance & Support)	1	Lot	\$543,249.28	\$543,249.28
Total					\$543,249.28

B.1.3 Option Year 2

CLIN	Description	QTY	Unit	Unit Price	Total Price
2001	Software Subscription Annual Fee (Maintenance & Support)	1	hr.	\$543,249.28	\$543,249.28
Total					\$543,249.28

B.1.4 Option Year 3

CLIN	Description	QTY	Unit	Unit Price	Total Price
3001	Software Subscription Annual Fee (Maintenance & Support)	1	hr.	\$543,249.28	\$543,249.28
Total					\$543,249.28

B.1.5 Option Year 4

CLIN	Description	QTY	Unit	Unit Price	Total Price
4001	Software Subscription Annual Fee (Maintenance & Support)	1	hr.	\$543,249.28	\$543,249.28
Total					\$543,249.28



Corporate Office
1020 19th St NW, Ste 475
Washington, DC 20036
Phone: 202-722-7981
Fax: 202-722-7982
www.MVSconsulting.com

QUOTE

Confidential

Prepared For:

DOES
Alvin N. Stith
4058 Minnesota Avenue, Suite 5300

Washington DC 20019

Phone: 202-671-3100

Fax:

Email: alvin.stith2@dc.gov

Ship To:

DOES
Alvin N. Stith
4058 Minnesota Avenue, Suite 5300

Washington DC 20019

Phone: 202-671-3100

Fax:

Email: alvin.stith2@dc.gov

Quote # 021Q6917

Date 03/12/21

Sales Rep Rodney Gregory

CBE # LSDZXR15202062021

DCSS # CW59303

Tax ID # [REDACTED]

RQ # Fraud Detection Software
- DOC554481

Ln #	Qty	Description	Unit Price	Ext. Price
B.1.1 Base Year				
1	1	Software Subscription Services Training -Included Onboarding Fee -Included Mfg: Pondera Mfg Part No: Note: Lead Time:	\$662,350.69	\$662,350.69
B.1.2 Option Year 1				
2	1	Software Subscription Annual Fee (Maintenance & Support) Mfg: Pondera Mfg Part No: Note: Lead Time:	\$543,249.28	\$543,249.28
B.1.3 Option Year 2				
3	1	Software Subscription Annual Fee (Maintenance & Support) Mfg: Pondera Mfg Part No: Note: Lead Time:	\$543,249.28	\$543,249.28
B.1.4 Option Year 3				

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Page 1

1 of 2

Ln #	Qty	Description	Unit Price	Ext. Price
4	1	Software Subscription Annual Fee (Maintenance & Support) Mfg: Pondera Note: Mfg Part No: Lead Time:	\$543,249.28	\$543,249.28
		B.1.5 Option Year 4		
5	1	Software Subscription Annual Fee (Maintenance & Support) Mfg: Pondera Note: Mfg Part No: Lead Time:	\$543,249.28	\$543,249.28
			SubTotal	\$2,835,347.81
			Sales Tax	\$0.00
			Total	\$2,835,347.81

Notes: Please contact me if I can be of further assistance.

DISCLAIMER: MVS's standard terms and conditions shall apply. Unless noted otherwise, prices will remain valid for 30 days from date of original quotation and do not include installation. Goods will be shipped by standard ground shipping and may be delivered or arrive in multiple shipments. Please check your shipment immediately for accuracy and condition. Notify MVS of any shipment discrepancies or damages within 5 business days of delivery date. Upon acceptance of the quotation within the time allotted, the customer will be bound by and agrees to these terms and conditions. The standard manufacturer's warranty, if any, accompanying the product(s) that has been purchased shall apply. All sales hereunder are final, and no Goods may be returned by customer without the prior written authorization of MVS. Upon receiving return authorization, customer agrees to pay all associated restocking fees, and shipping & handling charges.

Making Your Vision of Technology Solutions a Reality! Contact Us Today for your IT needs!
dcsales@mvsconsulting.com | 202.722.7981 | www.MVSconsulting.com

Page 2

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement



MVS, Inc
1150 18th Street, NW Suite 325
Washington, D.C. 20036

Notice of Award

Re: Information Technology Services Equipment and
Software
Contract No. CW59303

Dear Mr. Vipin P.Desai:

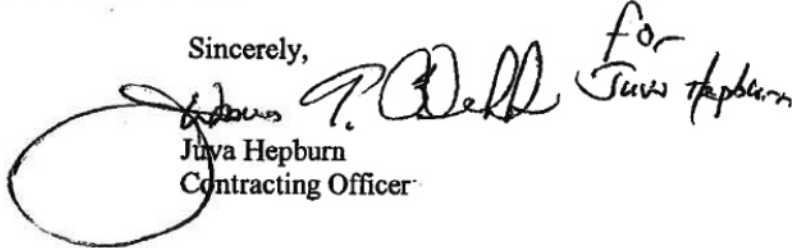
Congratulations! You have been awarded a District of Columbia Supply Schedule contract Information Technology Services Equipment and Software.

We look forward to working with you. As a business partner of the Office of Contracting and Procurement, you may identify your firm as a DCSS Schedule Contractor to all District Agencies. Your award, however, may not be used in any advertising as an expressed or implied endorsement by the District government of your products or services, or for any other purpose.

We would like to call your attention to Terms and Conditions, Paragraph 1, *Sales Discounts*, and Paragraph 2, *Quarterly Sales Report*. You are required to report all sales activity under this contract to the Office of Contracting and Procurement within 30 days after the end of each fiscal quarter, even if your firm did not have any recorded sales during the period. Please watch our website for clarification of this requirement.

Once again, congratulations. If you have any questions, please do not hesitate to contact Gomeje Legesse District of Columbia Supply Schedule Team Leader at (202) 727-8264.

Sincerely,


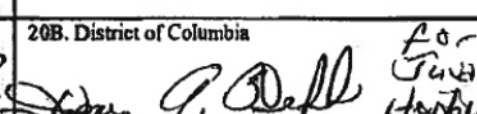
A large, stylized handwritten signature in black ink, appearing to read "Juya Hepburn".
Juya Hepburn
Contracting Officer

One Judiciary Square, 441 4th Street, N.W., Suite 700 South, Washington, D.C. 20001
(202) 727-0252 Fax: (202) 727-8842

AWARD/CONTRACT		1. Caption - CBE Market CBE Set-Aside		Page 1 of 25
2. Contract Number CW59303		3. Effective Date See Block 20C.		4. Solicitation/Requisition/Purchase Request/Project No. DCSS-2006-R-920-00
5. Issued By: Office of Contracting and Procurement DC Supply Schedule Division 441- 4th Street, NW, Suite 700 - South Washington, DC 20001		6. Administered by (If other than line 5)		
8. Name and Address of Contractor (No. street, city, county, state and Zip Code) MVS, Inc. 1150 18th Street, NW Suite 325 Washington, D.C. 20036 Tel#: 202/722-7981		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (Delineated in each Task Order) 9. Discount for prompt payment Net 30 days 10. Submit invoices to the Address shown in (2 copies unless otherwise specified) Each Task Order/Delivery Order.		
DUNS	FEIN			
11. Ship to/Mark For See Task Order/Delivery Order		12. Payment will be made by As set forth within individual Task or Delivery Orders.		
13. Reserved for future use		14. Accounting and Appropriation Data ENCUMBRANCE CODE: See Task Order/Delivery Order		

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
920-00	Information Technology Services, Equipment and Software			See Price List Attachment A	
	Term: 365 days from the date of award.				
	The District's obligation is pursuant to the Minimum Order as set forth in the DCSS Terms and Conditions dated February 2010 & Standard Contract Provisions dated March 2010.				
Total Amount of Contract					NTE \$950,000.00-Basic Year

16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE							
X	1	Services or Suppliers and Prices	2	X	7	Confirmation and Agreement	25
X	2	Specifications/Work Statement	4				
X	3	Deliveries or Performance	15				
X	4	Contract Administration Data	17				
X	5	Order of Precedence/List of Attachments	23				
X	6	Representations, Certification and Other Statements of Applicants	24				

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCSS-2006-R-920-00 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and all terms and conditions thereto, (b) your offer, and (c) this award/contract. No further contractual document is necessary	
19A. Mr. Vipin P. Desai CEO MVS, Inc.		20A. Name of Contracting Officer Juva J. Hepburn	
19B. 	19C. Date Signed 3/27/18	20B. District of Columbia 	20C. Date Signed 3.29.18

DC OCP 201 (7-99)

SECTION 1

SERVICES OR SUPPLIES AND PRICES

1.1 DESCRIPTION

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of District agencies shall award this contract to provide Information Technology Equipment and Software in support of District agencies.

1.2 CONTRACT TYPE

The District's award of this contract shall establish a District wide, multiple awards, Indefinite Delivery/Indefinite Quantity (ID/IQ) type contract. The contract will constitute a District of Columbia Supply Schedule.

This contract will allow District agencies to use this vehicle to acquire a wide variety of services or supplies. The work shall be accomplished in the manner and within the scope and time specified in an individual task Order (TO) for services or Delivery Order (DO) for supplies or equipment.

1.3 SELECTION OF FEDERAL MULTIPLE AWARD CONTRACT

The Contractor has adopted the price list of the following federal multiple award contract:

Federal Schedule No.: 70
Federal Schedule Contract No.: GS-35F-0143R
Federal Contract Name: Synnex Corporation

1.4 REQUIRED CBE INFORMATION

The Contractor's Certified Business Enterprise (CBE) Certification number is LSDZR82052072018

1.5 ORDERING LIMITATIONS AND INFORMATION

The services and supplies shall be provided only as authorized by the TO or DO issued in accordance with the Ordering Clause Procedures described in Section 4 of the DCSS Terms and Conditions. The total value of task orders shall be in compliance with the Ordering Limitations and Information Clause in Section 5 of the DCSS Terms & Conditions,

Except for any limitations on quantities or dollars set forth in the Ordering Limitations and Information Clause, there is no limit on the number of task orders that may be issued. The District may issue task orders for required services or products for multiple projects at multiple locations simultaneously.

1.6 PRICING

- a. Prices that are adopted from a federal contract to establish the DCSS contract shall become the item ceiling rates under the DCSS contract.
- b. Prices offered shall be no greater than the prices for the current contract period established under the adopted federal contract at the time of award.
- c. Any pricing for any option years offered to the District government beyond the last option period of the adopted federal contract shall be governed by the offer letter, Attachment A.
- d. The District guarantees the minimum order for each contract in the amount of \$10.00 for the base year and each of the four (4) option years, if exercised. The maximum contract ceiling for each year of the contract is \$950,000.00

SECTION 2

SPECIFICATION/WORK STATEMENT

1. SCOPE: INFORMATION TECHNOLOGY PRODUCTS

The Office of Contracting and Procurement of the District of Columbia Government, on behalf all District Government agencies hereby establishes a multiple award, Indefinite Delivery/Indefinite Quantity type contract (Schedule). The Contractor shall provide the following services or supplies.

2. TYPE OF PRODUCTS

Contractors shall provide the equipment, software and other products as listed below:

CLIN	DESCRIPTION – GSA Special Item Number (SIN)
0001	132-3 Rental or Lease of Information Technology Equipment
0002	132-8 Purchase of Equipment
0003	132-12 Maintenance of Equipment, Repair Service and/or Repair/Spare Parts
0004	132-32 Term Software License
0005	132-33 Perpetual Software License
0006	132-34 Maintenance of Software
0007	132-50 Training
0008	132-51 Professional Information Technology Services
0009	132-52 Electronic Commerce Services
0010	132-53 Wireless Services
0011	132-60 Authentication Products and Services

CLIN 0001 SPECIAL ITEM NO. 132-3 RENTAL OR LEASE OF IT EQUIPMENT

(FPDS Code W070)

CLIN 0002 SPECIAL ITEM NO. 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers

Professional Workstations

Servers

Laptop/Portable/Notebook Computers

Large Scale Computers

Optical and Imaging Systems

Other System Configuration Equipment Not Elsewhere Classified.

Provide specific information:

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers

Displays

Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and

Touch Screens

Network Equipment

Other Communications Equipment

Optical Recognition Input/Output Devices

Storage Devices, including Magnetic Storage, Magnetic Tape Storage and

Optical Disk Storage

Other Input/Output and Storage Devices Not Elsewhere Classified.

Provide specific information:

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment

FSC CLASS 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices

Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

ADP Boards

**FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES:
COMMUNICATIONS EQUIPMENT**

Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLIES AND HARNESSSES

Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC CLASS 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment

Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATIONS EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas
Broadcast Band Radio Transmitters/Receivers/Antennas
Microwave Radio Equipment/Antennas and Waveguides
Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATIONS EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmission,
Including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATIONS EQUIPMENT

Miscellaneous Communications Equipment

Provide the following information, as applicable, for the products offered under Special Item Number 132-8:

Special Physical, Visual, Speech, and Hearing Aid Equipment. Provide specific information:

Used Equipment. Provide specific information:

Installation for equipment offered under SIN 132-8 (FPDS Code N070)

Deinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

Reinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

NOTE: INSTALLATION MUST BE INCIDENTAL TO, IN CONJUNCTION WITH AND IN DIRECT SUPPORT OF THE PRODUCTS SOLD UNDER SIN 132-8 OF THIS SCHEDULE AND CANNOT BE PURCHASED SEPARATELY. IF THE CONSTRUCTION, ALTERATION OR REPAIR IS SEGREGABLE AND EXCEEDS \$2,000, THEN THE REQUIREMENTS OF THE DAVIS-BACON ACT APPLY. IN APPLYING THE DAVIS-BACON ACT, ORDERING ACTIVITIES ARE REQUIRED TO INCORPORATE WAGE RATE DETERMINATIONS INTO ORDERS, AS APPLICABLE.

NOTE VENDORS OFFERING PURCHASE OF EQUIPMENT ARE REQUIRED TO PROVIDE MAINTENANCE SERVICE AND/OR REPAIR SERVICE AND REPAIR PARTS, IN ACCORDANCE WITH NORMAL INDUSTRY PRACTICES, FOR THE TYPE OF EQUIPMENT OFFERED, FOR THE SCOPE OF THE CONTRACT (i.e., AT A MINIMUM, THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA).

SPECIAL ITEM NO. 132-12 MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS

(FPDS Code for Maintenance and Repair Service - J070; FSC Class for Repair Parts/Spare Parts - See FSC Class for basic equipment)

Specify what is being offered:

Maintenance
Repair Service
Repair Parts/Spare Parts
Third Party Maintenance

SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers
Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software.

Provide specific information:

Microcomputers
Operating System Software
Application Software

Electronic Commerce (EC) Software

Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software

Special Physical, Visual, Speech, and Hearing Aid Software.

Provide specific information:

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency- sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NO. 132-33 PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software.

Provide specific information:

Microcomputers
Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software

Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software.

Provide specific information:

NOTE: Contractors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency- sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

NOTE: Contractors are encouraged to offer Special Item No. 132-34 Maintenance of Software in conjunction with Special Item Nos. 132-32 Term Software Licenses and/or 132-33 Perpetual Software Licenses.

SPECIAL ITEM NO. 132-34 MAINTENANCE OF SOFTWARE

SPECIAL ITEM NO. 132-50 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

IT Facility Operation and Maintenance (FPDS CODE D301)

IT Systems Development Services (FPDS CODE D302)

IT Systems Analysis Services (FPDS Code D306)

Automated Information Systems Design and Integration
Services (FPDS Code D307)

Programming Services (FPDS Code D308)

IT Backup and Security Services (FPDS Code D310)

IT Data Conversion Services (FPDS Code D311)

Computer Aided Design/Computer Aided Manufacturing (CAD/CAM)
Services (FPDS Code D313)

IT Network Management Services (FPDS Code D316)

Creation/Retrieval of IT Related Automated News Services, Data Services,
or Other Information Services (FPDS Code D317) (All other information

services belong under Schedule 76)

Other Information Technology Services, Not Elsewhere Classified (FPDS Code D399)

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

SPECIAL ITEM NO. 132-52 ELECTRONIC COMMERCE SERVICES

FPDS CODE D304 - ADP AND TELECOMMUNICATIONS TRANSMISSION SERVICES

Value Added Network Services (VANS)

E-Mail Services

Internet Access Services

Navigation Services

FPDS CODE D399 - OTHER DATA TRANSMISSION SERVICES, NOT ELSEWHERE CLASSIFIED (except "Voice" and Pager Transmission Services)

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304)

Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

Paging Services

Cellular/PCS Voice Services

SPECIAL ITEM NUMBER (SIN) 132-60 AUTHENTICATION PRODUCTS AND SERVICES (FPDS D399)

Authentication products and services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, and performance of e-business

transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance.

Digital Certificate Products and accompanying PKI Services for *external* users to conduct electronic transactions with Federal agency applications. This facilitates secure electronic access to government information and services using public key infrastructure/digital signature technology. Digital Certificate Products and Services provide the speed and immediacy of electronic transactions while protecting business-critical information from interception, tampering, and unauthorized access.

Signature Certificates

Encryption Certificates

Public Key Infrastructure (PKI) Professional Services to support implementation and integration for ordering activities applications

Hardware Tokens – An optional hardware token for generation of key pair and storage of the private key

Bundled Packages – This enables ordering entities the ability to procure total solution packages for authorized contractors that meet all the requirements of the program management office. This includes, but is not limited to reader, software, and hardware tokens.

X.509 Digital Certificate Products and accompanying PKI Services for *internal* use in District and Federal agencies and systems. This facilitates physical and electronic access to government facilities and networks by authorized personnel using public key infrastructure/digital signature technology that meets the U.S. Federal Public Key Infrastructure (PKI) Common Policy Framework, and is a key enabler of identity assurance within the Federal sector for access control protecting Federal networks and information systems from unauthorized access, interception, and tampering.

Personal Identity Verification Authentication Certificates

Smart Card Authentication Certificates

Digital Signature Certificates

Key Management (Encryption) Certificates

Public Key Infrastructure (PKI) Professional Services to support implementation and integration for ordering activities applications

Personal Identity Verification (PIV) Credentials and Services. This facilitates trusted physical and electronic access to government facilities and networks using smart card technology. PIV Credentials and Services is a key enabler of identity assurance for access control and protects Federal facilities and information systems from unauthorized access, interception, and tampering.

Identity Proofing, Registration, Enrollment, and Issuance Products

Identity Proofing Registration, Enrollment, and Issuance Services

Smart Cards

Smart Card Applets

Smart Card-associated Hardware

Smart Card-associated Middleware

Professional Services to support implementation and integration for ordering activities applications

NOTE: The following ARE EXCLUDED from this Information Technology Services, Equipment and Software Schedule:

- i. Radar Equipment (except airborne radar equipment).
- ii. Electrical Equipment - e.g., Uninterruptible Power Supplies, Computer Back-Up Power Systems, Surge Suppressers, Power Line Conditioners, Surge Absorbers, etc. may be offered under this solicitation only in conjunction with the IT equipment these devices support.
- iii. Training Courses for products which are outside the scope of this Schedule.
- iv. Diskettes, Disk Cartridges, Disk Packs, Tape Cartridges, Tapes, Optical Disks, toner cartridges, plotter pens, etc. may be offered only in conjunction with the hardware devices which utilize these supply items.
- v. Carrying cases, except one per portable CPU purchase.
- vi. Any products or services that are not "commercial" as defined in accordance with FAR 52.101.

SECTION 3

DELIVERY AND PERFORMANCE

3.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

3.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

The District may extend the term of this contract by exercising up to four (4), one-year, option periods. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

- a. The District may extend the term of this contract for a maximum of four (4), one-year option periods, or fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.
- b. The contractor shall honor the pricing of the GSA Contract referenced in Section 1.3 for the base year and each of the four (4) one-year option periods.
- c. If the District exercises this option, the extended contract shall be considered to include this option provision. The prices for the option period shall be as specified in the contract.
- d. The District will not exercise an option or partial option if the Contractor is not in compliance with the tax filing and payment requirements of the District of Columbia tax laws, is not certified by the Department of Small and Local Business Development as a Certified Business Enterprise.

3.3 DELIVERABLES

The contractor shall submit all deliverables in writing according to the following schedules and as further required by individual task or delivery orders:

NIGP Code	DESCRIPTION OF DELIVERABLE	QUANTITY	DUE DATES	FORMAT/MEDIUM
920	Quarterly Sales Report	2 copies to DCSS Contracting Officer or designee	On or before the 30 th day after the preceding three (3) month fiscal quarter	Hard copy. See DCSS Terms & Conditions , Paragraph 2
920	Authorized Catalog or Schedule Price List or other Federal Award Price List	2 copies to each eligible D.C. Agency	Within 30 business days after award	See DCSS Terms & Conditions, Paragraph 26

Failure to submit these deliverables may be cause for termination of the contract or the District's decision not to exercise the option to extend its term.

3.4 MAXIMUM CONTRACT CEILING

- a. Pursuant to the District of Columbia Supply Schedule Terms and Conditions (February 2010), Attachment 1, Section 5, the District reserves the right to increase or decrease the maximum contract ceiling for this solicitation at any time via written modification. The maximum contract ceiling for each year for this schedule is \$10,000,000.00 (ten million dollars)
- b. Contracting Officers are encouraged to seek price reductions when orders may exceed ten percent (10%) of the maximum ceiling. The Contractor agrees to negotiate price reductions for any items when orders may exceed ten (10%) of the maximum ceiling.

3.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

The Contractor shall submit to the District as a deliverable a copy of reports that are required pursuant to section 20e of the DCSS Terms and Conditions concerning the 51% District Residents New Hires Requirements and the First Source Employment Agreement. If the Contractor does not submit the reports as a part of the deliverables, final payment to the Contractor may not be paid.

SECTION 4

CONTRACT ADMINISTRATION DATA

4.1 INVOICE PAYMENT

- (a) After the award of a Task or Delivery Order, the District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in the contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the contract awarded.
- (b) The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

4.2 INVOICE SUBMITTAL

- (a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified within the Task or Delivery Order. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Administrator (CA). The name, address, and telephone number of the appropriate CFO and CA will be provided to the Contractor under each task or delivery order.
- (b) To constitute a proper invoice, the Contractor shall submit the following information on the invoice;
 - Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
 - Contract number (Block No. 2) of the executed Solicitation, Application and Award Form (page 1), and delivery or task order and encumbrance (purchase order) number.
 - Assignment of an invoice number by the Contractor is required;
 - Description, price, quantity and the date(s) that the supplies/services were actually delivered or performed.
- (c) Other supporting documentation or information, as required by the Contracting Officer:
 - Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - Name, title, phone number of person preparing the invoice;
 - Name, title, phone number and mailing address of person to be notified in the event of a defective invoice; and
 - Authorized signature

4.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- (a) 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 subsection 20e of the DCSS Terms and Conditions.
- (b) No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

4.4 ASSIGNMENTS

- (a) In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- (b) Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- (c) Notwithstanding an assignment of money claims pursuant to authority contained in the contract, 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 N/A
make payment of this invoice to N/A
(name and address of assignee).

4.5 CONTRACTING OFFICER (CO)

Contracts shall be entered into and signed on behalf of the District only by Contracting Officers. The address and telephone number of the Contracting Officer for this application is:

Juva J. Hepburn
Contracting Officer
Office of Contracting and Procurement
441 4th St. NW Suite 700S
Washington, DC 20001
Telephone: (202) 724-3938

4.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

The Contracting Officer is the only person authorized to approve changes in any of the requirements of the contract resulting from the application.

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

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

4.7 CONTRACT ADMINISTRATOR (CA)

The CA shall be:

Sonia A. Neblett
Contract Specialist
Office of Contracting and Procurement
441 4th Street, NW - Suite 700 South
Washington, DC 20001

The agency CA for this contract will be determined at the time of issuance of task or delivery order. The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The agency CA for this contract will be determined at the time of issuance of task or delivery orders.

4.8 QUICK PAYMENT ACT

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., 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 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

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.

4.8.1 Payments to Subcontractors

The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District 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.

4.8.2 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 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

4.8.3 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.

4.8.4 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 is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

4.8.5 FLOW DOWN REQUIREMENT FOR SUBCONTRACTS

4.8.5.1 The Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contract with any subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code § 2-221.02 (d).

4.9 WAY TO WORK AMENDMENT ACT OF 2006

- 4.9.1** Except as described in 6.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- 4.9.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- 4.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- 4.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- 4.9.5** The Contractor shall provide a copy of the Fact Sheet attached as Attachment F to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as Attachment E in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- 4.9.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- 4.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- 4.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services;

provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and Safety Net Administration or the Medicaid Assistance Administration to provide health services.

4.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION 5

ORDER OF PRECEDENCE AND ATTACHMENTS

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 in the following order of precedence:

1. Contract Number: CW59303
2. District of Columbia Supply Schedule Terms and Conditions, February 2010.
3. Standard Contract Provisions for Use with District of Columbia, July 2010

ATTACHMENTS

The following documents are incorporated into the contract

1. DCSS Supplier's Price Schedule with Pricing Letter-Attachment A
2. Wage Determination 2015-4281 Rev. No.9 Dated 01/10/2018

The following list of attachments are incorporated into the contract by reference

1. Living Wage Act of 2006, effective January 1 2018
2. Living Wage Act Fact Sheet, effective January 1, 2018

SECTION 6

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF APPLICANTS

6.1 AUTHORIZED NEGOTIATORS

The Contractor represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for Contractor: (list names, titles, and telephone numbers of the authorized negotiators).

Names: Vipin P. Desai
Titles: CEO
Telephone: 202-722-7981

6.5 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C.40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

SECTION 7

CONFIRMATION AND AGREEMENT

7.1 The Contractor agrees to comply with all terms and conditions set forth herein.

Attachment A

Pricing Schedule

MVS Inc.

CW559303



ATTACHMENT A

3/8/2018

Juva J. Hepburn
Contracting Officer
Office of Contracting and Procurement
DC Supply Schedule
441 - 4th Street N.W., Suite 700 South
Washington, D.C. 20001

RE: DCSS Solicitation No. **DCSS-2006-R-920-00**
Caption: **Information Technology Equipment and Software**

Dear Ms. Hepburn:

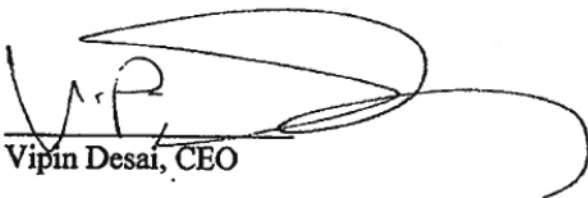
MVS, Inc. agrees to the pricing submitted with its District of Columbia Supply Schedule (DCSS) application to provide **Information Technology Equipment and Software** based on GSA Federal Supply Schedule Services contract number (GS-35F-428GA).

These prices apply to the base year and each of the four (4) option years under the proposed DCSS contract.

Please feel free to call me if you have any questions, I can be reached on (202) 722-7981 x151.

Thanking you in advance for your co-operation and your consideration on this matter.

Sincerely,



Vipin Desai, CEO



PROVIDING IT SOLUTIONS TO FEDERAL, STATE LOCAL GOVERNMENT

ATTACHEMENT A									
Item			Base Year	Unit Price	NIGP	Option	Option	Option	Option
No.	Item Type	Description	Unit Price	Currency	Code	Year 1	Year 2*	Year 3*	Year 4*
1	Services	Computer Operations Center Specialist	\$124.06	USA	920	\$125.92	\$127.80	\$129.72	\$131.67
2	Services	Computer Systems Analyst	\$75.09	USA	920	\$76.22	\$77.36	\$78.52	\$79.70
3	Services	Help Desk Specialist	\$56.57	USA	920	\$57.42	\$58.28	\$59.15	\$60.04
4	Services	IT Subject Matter Expert	\$154.05	USA	920	\$156.36	\$158.71	\$161.09	\$163.50
5	Services	IT Technician Level 1	\$54.58	USA	920	\$55.40	\$56.23	\$57.07	\$57.93
6	Services	IT Technician Level 2	\$74.43	USA	920	\$75.55	\$76.68	\$77.83	\$79.00
7	Services	IT Technician Level 3	\$94.28	USA	920	\$95.69	\$97.13	\$98.59	\$100.07
8	Services	Network Operations Engineer	\$97.94	USA	920	\$99.41	\$100.90	\$102.41	\$103.95
9	Services	Project Manager	\$173.68	USA	920	\$176.29	\$178.93	\$181.61	\$184.34
10	Services	Senior Computer Programmer	\$148.87	USA	920	\$151.10	\$153.37	\$155.67	\$158.01
11	Services	Senior Database Management Specialis	\$94.28	USA	920	\$95.69	\$97.13	\$98.59	\$100.07
12	Services	Senior Information Technology Archite	\$154.05	USA	920	\$156.36	\$158.71	\$161.09	\$163.50
13	Services	Senior Network Administrator	\$94.27	USA	920	\$95.68	\$97.12	\$98.58	\$100.05
14	Services	Senior Network Engineer	\$153.83	USA	920	\$156.14	\$158.48	\$160.86	\$163.27
15	Services	Senior IT Subject Matter Expert	\$227.77	USA	920	\$231.19	\$234.65	\$238.17	\$241.75
16	Services	Senior Systems Analyst	\$105.20	USA	920	\$106.78	\$108.38	\$110.01	\$111.66
17	Services	Senior Systems Engineer	\$75.09	USA	920	\$76.22	\$77.36	\$78.52	\$79.70
				USA	920				

In addition to the items listed above, MVS, Inc. hereby adopts the entire mentioned GSA schedule GS-35F-428GA for a full price list; please refer to GSA schedule GS-35F-428GA.

Attachment B

Wage Determination

MVS Inc.

CW559303

WD 15-4281 (Rev.-9) was first posted on www.wdol.gov on 01/16/2018

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

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

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-4281
Revision No.: 9
Date Of Revision: 01/10/2018

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

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Prince George's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,

Loudoun, Manassas, Manassas Park, Prince William, Stafford

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.06
01012 - Accounting Clerk II		20.28
01013 - Accounting Clerk III		22.68
01020 - Administrative Assistant		31.98
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.94
01042 - Customer Service Representative II		16.81
01043 - Customer Service Representative III		18.33
01051 - Data Entry Operator I		14.88
01052 - Data Entry Operator II		16.23
01060 - Dispatcher, Motor Vehicle		19.28
01070 - Document Preparation Clerk		16.17
01090 - Duplicating Machine Operator		16.17
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		16.18
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		25.24
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	17.24
01410 - Supply Technician	31.98
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.07
01531 - Travel Clerk I	14.80
01532 - Travel Clerk II	15.91
01533 - Travel Clerk III	17.08
01611 - Word Processor I	16.56
01612 - Word Processor II	18.59
01613 - Word Processor III	20.79
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	15.15
07042 - Cook II	17.61
07070 - Dishwasher	10.72
07130 - Food Service Worker	11.01
07210 - Meat Cutter	20.10
07260 - Waiter/Waitress	10.67
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	12.66
11090 - Gardener	18.52
11122 - Housekeeping Aide	12.66
11150 - Janitor	12.66
11210 - Laborer, Grounds Maintenance	13.82
11240 - Maid or Houseman	12.22
11260 - Pruner	12.25
11270 - Tractor Operator	16.94
11330 - Trail Maintenance Worker	13.82
11360 - Window Cleaner	14.28
12000 - Health Occupations	
12010 - Ambulance Driver	22.31
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	27.96
12015 - Certified Physical Therapist Assistant	25.93

12020 - Dental Assistant	19.78
12025 - Dental Hygienist	45.00
12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	22.31
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	17.17
12130 - Medical Laboratory Technician	18.98
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.50
12210 - Nuclear Medicine Technologist	39.16
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.67
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.93
12305 - Radiologic Technologist	33.85
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	25.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	37.95
13050 - Library Aide/Clerk	16.35
13054 - Library Information Technology Systems Administrator	34.26
13058 - Library Technician	20.89
13061 - Media Specialist I	22.66
13062 - Media Specialist II	25.36
13063 - Media Specialist III	28.27
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	20.54
13110 - Video Teleconference Technician	23.38
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		37.87
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		36.80
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		30.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		28.79
15095 - Technical Instructor/Course Developer		35.22
15110 - Test Proctor		23.24
15120 - Tutor		23.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.66
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.71
16220 - Tailor		16.64
16250 - Washer, Machine		12.51
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.71
19040 - Tool And Die Maker		28.29
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.11
21030 - Material Coordinator		25.24
21040 - Material Expediter		25.24
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.11
21110 - Shipping Packer		17.65
21130 - Shipping/Receiving Clerk		17.65
21140 - Store Worker I		12.49
21150 - Stock Clerk		17.98
21210 - Tools And Parts Attendant		18.11
21410 - Warehouse Specialist		18.11
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		32.92
23019 - Aircraft Logs and Records Technician		23.91
23021 - Aircraft Mechanic I		31.25
23022 - Aircraft Mechanic II		32.92
23023 - Aircraft Mechanic III		34.52
23040 - Aircraft Mechanic Helper		21.22
23050 - Aircraft, Painter		29.92
23060 - Aircraft Servicer		23.91
23070 - Aircraft Survival Flight Equipment Technician		29.92

23080 - Aircraft Worker	25.42
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.42
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.25
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	31.48
23130 - Carpenter, Maintenance	22.45
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	30.17
23182 - Electronics Technician Maintenance II	32.03
23183 - Electronics Technician Maintenance III	33.75
23260 - Fabric Worker	22.55
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	20.77
23311 - Fuel Distribution System Mechanic	27.60
23312 - Fuel Distribution System Operator	23.45
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	31.25
23381 - Ground Support Equipment Servicer	23.91
23382 - Ground Support Equipment Worker	25.42
23391 - Gunsmith I	20.77
23392 - Gunsmith II	24.15
23393 - Gunsmith III	27.00
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.33
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.84
23430 - Heavy Equipment Mechanic	26.13
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	27.34
23465 - Laboratory/Shelter Mechanic	25.64
23470 - Laborer	14.98
23510 - Locksmith	23.54
23530 - Machinery Maintenance Mechanic	27.44
23550 - Machinist, Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	27.34
23592 - Metrology Technician II	28.79
23593 - Metrology Technician III	30.19
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	26.55
23810 - Plumber, Maintenance	25.21
23820 - Pneudraulic Systems Mechanic	27.00
23850 - Rigger	27.72
23870 - Scale Mechanic	24.15
23890 - Sheet-Metal Worker, Maintenance	24.81
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	32.28
23960 - Welder, Combination, Maintenance	24.34
23965 - Well Driller	22.91
23970 - Woodcraft Worker	27.00
23980 - Woodworker	20.77
24000 - Personal Needs Occupations	
24550 - Case Manager	19.40

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	11.57
24620 - Family Readiness And Support Services Coordinator	19.40
24630 - Homemaker	19.40
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.03
25040 - Sewage Plant Operator	24.67
25070 - Stationary Engineer	33.03
25190 - Ventilation Equipment Tender	23.58
25210 - Water Treatment Plant Operator	24.67
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.09
27007 - Baggage Inspector	15.38
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	28.10
27101 - Guard I	15.38
27102 - Guard II	20.57
27131 - Police Officer I	29.70
27132 - Police Officer II	33.00
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	15.74
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.62
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.98
29020 - Hatch Tender	27.98
29030 - Line Handler	27.98
29041 - Stevedore I	25.78
29042 - Stevedore II	29.33
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.44
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.58
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.47
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.89
30052 - Cryogenic Technician II	27.49
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.47
30210 - Laboratory Technician	24.41
30221 - Latent Fingerprint Technician I	33.09
30222 - Latent Fingerprint Technician II	36.55
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.49
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.49
30461 - Technical Writer I	25.75
30462 - Technical Writer II	31.51
30463 - Technical Writer III	38.12
30491 - Unexploded Ordnance (UXO) Technician I	26.34
30492 - Unexploded Ordnance (UXO) Technician II	31.87
30493 - Unexploded Ordnance (UXO) Technician III	38.20
30494 - Unexploded (UXO) Safety Escort	26.34
30495 - Unexploded (UXO) Sweep Personnel	26.34
30501 - Weather Forecaster I	26.93
30502 - Weather Forecaster II	32.75
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.19
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.87
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	11.06
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	20.54
31364 - Truckdriver, Tractor-Trailer	20.54
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.54
99030 - Cashier	10.51
99050 - Desk Clerk	12.92
99095 - Embalmer	27.90
99130 - Flight Follower	26.34
99251 - Laboratory Animal Caretaker I	13.24
99252 - Laboratory Animal Caretaker II	14.47
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	18.70
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	16.25
99830 - Survey Party Chief	25.06
99831 - Surveying Aide	15.57
99832 - Surveying Technician	23.81
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

99842 - Vending Machine Repairer Helper

15.48

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

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

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

following standards as compliance:

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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