


AWARD/CONTRACT				1. Solicitation Number		Page of Pages	
				Doc517647		1 49	
2. Contract Number CW85535		3. Effective Date See 20C. below		4. Requisition/Purchase Request/Project No. RK149279			
5. Issued By: Office of Contracting and Procurement Information Technology Division 441 4 th Street, N.W.; Suite 330 South Washington, DC 20001		Code		6. Administered by (If other than line 5) Department of Human Service 64 New York Ave NE Washington, DC 20002			
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) Pondera Solutions 80 Blue Ravine Road, Suite 250 Folsom, CA 95630				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> FOB Destination			
				9. Discount for prompt payment: Net 30 days			
				10. Submit invoices to the Address shown in Section G.2 (2 copies unless otherwise specified) Same as Block 12 and Section G			
11. Ship to/Mark For		Code		12. Payment will be made by		Code	
Department of Human Service 64 New York Ave NE Washington, DC 20002				Department of Human Service -Accounts Payable 64 New York Ave NE Washington, DC 20002			
13. Remit Address:				14. Accounting and Appropriation Data ENCUMBRANCE CODE:			
15A. Item		15B. Supplies/Services		15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
0001-0002		Fraud Case Management and Data Analytics System Subscription					
Total Amount of Contract							\$295,000.00
16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	Award/Contract	1	X	I	Contract Clauses	32
X	B	Contract Type, Supplies/Services and Price/Cost	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	7	X	J	Attachments	47
X	D	Packaging and Marking	17	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	18		K	Representations, Certifications and Other Statements of Contractors	xxxxx
X	F	Period of Performance and Deliverables	20				
X	G	Contract Administration	21		L	Instructions, Conditions & Notices to Offerors	xxxxx
X	H	Special Contract Requirements	26		M	Evaluation Factors for Award	xxxxx
Contracting Officer will complete Item 17 or 18 as applicable							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return (1) 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, any amendments, 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: Doc517647 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 on 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 your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) Sharie A. Kirsch, Sr. Vice President				20A. Name of Contracting Officer Reginald S. Whitley			
19B. 		19C. Date Signed 10/05/20		20B. District of Columbia Signature of Contracting Officer		20C. Date Signed DN: cn=reginald.whitley, o=DC, email=reginald.whitley@dc.gov,	
Date: 2020.10.06 08:54:46 -04'00' DC OCP 201 (7-99)							

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

B.1 The Government of the District of Columbia (“District”), through the Office of Contracting and Procurement, on behalf of the Department of Human Services (“DHS”) Program Review, Monitoring, and Investigation division seeks a contractor to provide a subscription services to the benefits fraud case management and data analytics system.

This contract is exempt from competition under the Procurement Practices Reform Act (PPRA) 2010 Section 354.13 (8) for maintenance and support of existing software and technology to the extent that the creator of the intellectual property is still protected and is the only source of the maintenance and support of the existing software and technology.

B.2 The District contemplates award of a firm fixed price in accordance with 27 DCMR Chapter 24.

B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM

Award, if made, will be to a single bidder in the aggregate for those groups of items indicated by “Aggregate Award Group” herein. Bidder must quote unit prices on each item within each group to receive consideration. Award, if made, on all other items will be on an individual item basis.

B.4 PRICE SCHEDULE- BASE YEAR

Contract Line Item	Item Description	Total Price
0001	Case Tracker 12-Month Subscription (Includes 366B, Return on Investment Reporting, and Workflow, Field Designation)	\$130,000.00
0001AA	User Acceptance Testing	Included under CLIN 0001 Case Tracker subscription
0001AB	End User Training	Included under CLIN 0001 Case Tracker subscription
0001AC	Implementation Services	Included under CLIN 0001 Case Tracker subscription
0001AD	System Maintenance and Support	Included under CLIN 0001 Case Tracker subscription
0002	Fraud Caster 12 Month Subscription (Includes System Security Plan)	\$165,000.00
0002AA	User Acceptance Testing	Included under CLIN 0002 Fraud Caster subscription

Contract Line Item	Item Description	Total Price
0002AB	End User Training	Included under CLIN 0002 Fraud Caster subscription
0002AC	Implementation Services	Included under CLIN 0002 Fraud Caster subscription
0002AD	Data Migration	Included under CLIN 0002 Fraud Caster subscription
0002AE	System Maintenance and Support	Included under CLIN 0002 Fraud Caster subscription
0002AF	On-going Data	Included under CLIN 0002 Fraud Caster subscription
Total Amount for B.4 (CLINs 0001 and 0002)		\$295,000.00

B.4.1. OPTION YEAR ONE

Contract Line Item	Item Description	Total Price
1001	Case Tracker 12-Month Subscription (Includes 366B, Return on Investment Reporting, and Workflow, Field Designation)	\$136,500.00
1001AA	User Acceptance Testing	Included under CLIN 0001 Case Tracker subscription
1001AB	End User Training	Included under CLIN 0001 Case Tracker subscription
1001AC	Implementation Services	Included under CLIN 0001 Case Tracker subscription
1001AD	System Maintenance and Support	Included under CLIN 0001 Case Tracker subscription
1002	Fraud Caster 12 Month Subscription (Includes System Security Plan)	\$173,250.00
1002AA	User Acceptance Testing	Included under CLIN 0002 Fraud Caster subscription
1002AB	End User Training	Included under CLIN 0002 Fraud Caster subscription
1002AC	Implementation Services	Included under CLIN 0002 Fraud Caster subscription
1002AD	System Maintenance and Support	Included under CLIN 0002 Fraud Caster subscription
1002AE	On-going Data	Included under CLIN 0002 Fraud Caster subscription
Total Amount for B.4.1 (CLINs 1001 and 1002)		\$309,750.00

B.4.2. OPTION YEAR TWO

Contract Line Item	Item Description	Total Price
2001	Case Tracker 12-Month Subscription (Includes 366B, Return on Investment Reporting, and Workflow, Field Designation)	\$143,325.00
2001AA	User Acceptance Testing	Included under CLIN 0002 Case Tracker subscription
2001AB	End User Training	Included under CLIN 0002 Case Tracker subscription
2001AC	Implementation Services	Included under CLIN 0002 Case Tracker subscription
2001AD	System Maintenance and Support	Included under CLIN 0002 Case Tracker subscription
2002	Fraud Caster 12 Month Subscription (Includes System Security Plan)	\$181,912.00
2002AA	User Acceptance Testing	Included under CLIN 0002 Fraud Caster subscription
2002AB	End User Training	Included under CLIN 0002 Fraud Caster subscription
2002AC	Implementation Services	Included under CLIN 0002 Fraud Caster subscription
2002AD	System Maintenance and Support	Included under CLIN 0002 Fraud Caster subscription
2002AE	On-going Data	Included under CLIN 0002 Fraud Caster subscription
Total Amount for B.4.2 (CLINs 2001 and 2002)		\$325,237.00

B.4.3. OPTION YEAR THREE

Contract Line Item	Item Description	Total Price
3001	Case Tracker 12-Month Subscription (Includes 366B, Return on Investment Reporting, and Workflow, Field Designation)	\$150,491.00
3001AA	User Acceptance Testing	Included under CLIN 0002 Case Tracker subscription
3001AB	End User Training	Included under CLIN 0002 Case Tracker subscription
3001AC	Implementation Services	Included under CLIN 0002 Case Tracker subscription
3001AD	System Maintenance and Support	Included under CLIN 0002 Case Tracker subscription
3002	Fraud Caster 12 Month Subscription (Includes System Security Plan)	\$191,007.00
3002AA	User Acceptance Testing	Included under CLIN 0002 Fraud Caster subscription
3002AB	End User Training	Included under CLIN 0002 Fraud Caster subscription
3002AC	Implementation Services	Included under CLIN 0002 Fraud Caster subscription
3002AD	System Maintenance and Support	Included under CLIN 0002 Fraud Caster subscription
3002AE	On-going Data	Included under CLIN 0002 Fraud Caster subscription
Total Amount for B.4.3 (CLINs 3001 and 3002)		\$341,498.00

B.4.4 PRICE SCHEDULE SUMMARY

Item No.	Period of Performance	Total Price
0001	Base Year	\$295,000.00
1001	Option Year One	\$309,750.00
2001	Option Year Two	\$325,237.00
3001	Option Year Three	\$341,498.00
Grand Total for B.4. (0001, 1001, 2001 and 3001)		\$ 1,271,485.00

B.5 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

- (a) Notwithstanding section **H.9 SUBCONTRACTING REQUIREMENTS**, for all contracts in excess of \$250,000 that are unrelated to the District’s response to the COVID-19 emergency but entered into during the COVID-19 emergency, absent a waiver pursuant to D.C. Official Code § 2-218.51, at least 50% of the dollar volume (“CBE minimum expenditure”) of the contract shall be subcontracted to SBEs.
- (b) If there are insufficient qualified SBEs to meet the requirement of paragraph (a), the subcontracting requirement may be satisfied by subcontracting the CBE minimum expenditure to any qualified CBE; provided, that best efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.
- (c) For every dollar expended by the Contractor with a resident-owned business (ROB), as defined in D.C. Official Code § 2-218.02(15), the Contractor shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (d) For every dollar expended by the Contractor with a disadvantaged business enterprise (DBE), as defined in D.C. Official Code § 2-218.33, the Contractor shall receive a credit for \$1.25 against the CBE minimum expenditure.
- (e) For every dollar expended by the Contractor that uses a company designated as both a DBE and as a ROB, the Contractor shall receive a credit for \$1.30 against the CBE minimum expenditure.

- (f) "COVID-19 emergency" means the emergencies declared in the Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of Public Health Emergency (Mayor's Order 2020-046), declared on March 11, 2020, including any extension of those declared emergencies.
- (g) This special provision shall apply to all option periods exercised under those contracts.
- (h) Except as provided in this paragraph B.7, the requirements of section H.9 shall remain in effect.

Please note that all subcontracting requirements referenced for this contract CW for the Fraud Case Management and Data Analytics System Subscription have been waived by the District's Department of Small & Local Business with an approved waiver received

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia (“District”), through the Office of Contracting and Procurement, on behalf of the Department of Human Services (“DHS”) Program Review, Monitoring, and Investigation division seeks a contractor to provide a subscription services to the benefits fraud case management and data analytics system.

The goals of the System are: 1) to implement a fraud detection service that leverages the data of recipient eligibility, EBT transactions, and third party information in a single platform; 2) to enhance the efficiency of DHS SNAP FID activities by generating leads which increase desired performance outcomes of catching and reducing fraud; 3) to proactively flag and triage instances of potential EBT trafficking; 4) to map relationships among fraudulent actors through the analysis of data used by the system and social media data mining; 5) to monitor and track outcomes of investigations and suspected individuals to mitigate fraud at the point of application for high risk applicants; 6) to improve fraud case management and reporting from initial fraud referral through disposition.

The System will be an integrated, user friendly solution to enhance fraud detection and reporting capabilities for DHS and support compliance with all applicable Federal and District laws, regulations, and policies.

This contract is exempt from competition under the Procurement Practices Reform Act (PPRA) 2010 Section 354.13 (8) for maintenance and support of existing software and technology to the extent that the creator of the intellectual property is still protected and is the only source of the maintenance and support of the existing software and technology.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
7 CFR Chapter II	Federal Regulations	Food and Nutrition Service, Department of Agriculture	Latest version
45 CFR Subtitle B	Federal Regulations	Regulations Relating to Public Welfare	Latest version
42 CFR Subchapter C	Federal Regulations	Medical Assistance Programs	Latest Version
Title 4	DC Code	Public Care Systems	Latest version
Title 28	DC Code	Commercial Instruments and Transactions	Latest version

Any other federal, District, and DHS laws, regulations, policies, or other documents that may now or in the future apply to the relationship between the parties.

C.3 DEFINITIONS

These terms when used in this IFB have the following meanings:

C.3.1 DCAS: DC's eligibility determination and payment system

C.3.2 DHS: Department of Human Service

C.3.3 FID: Fraud Investigation Division

C.3.4 ebtEDGE or FIS: DHS's EBT card Contractor

C.3.5 OPRMI: Office of Program Review, Monitoring, and Investigation

C.3.6 SNAP: Supplemental Nutrition Assistance Program

C.3.7 TANF: Temporary Assistance for Needy Families

C.4 BACKGROUND

DHS administers SNAP, TANF, and other benefits programs for 100,000 District residents annually. Within DHS, OPRMI is responsible for an independent state-level oversight function for DHS, and receives and investigates allegations of fraud, waste, and abuse of social service programs. Additionally, OPRMI is responsible for federally mandated reports, including the FNS 366-B. Within OPRMI, FID is charged with, among other tasks, receiving, documenting and investigating allegations of suspected public assistance fraud, and analyzing and maintaining statistical data on suspected public assistance benefit fraud cases. Presently, OPRMI is functioning without an advanced data analytics and case management system in place to fully utilize proactive, data driven fraud detection techniques and to manage and report on fraud investigation processes

C.5 REQUIREMENTS

C.5.1 GENERAL REQUIREMENTS

- C.5.1.1** The Contractor shall provide subscription services of its Case Tracker and Fraud Caster database applications to District users to access, document and store its data.
- C.5.1.2** The Contractor shall provide implementation services for the System, including data migration, User Acceptance Training (UAT), and End User Training during the first year of the contract.
- C.5.1.3** The Contractor shall provide DHS with ongoing access, updates, and maintenance to the benefits fraud case management and data analytics system that meets or exceeds the UAT, End User Training, System Requirements, Systems Maintenance and Support, Project Management, and Kick Off Meeting Requirements set forth below.
- C.5.1.4** The Contractor shall assign a separate password to each authorized user identified by the District to have access to and use of the contract under the terms of the fixed-rate agreement.

C.5.2 USER ACCEPTANCE TESTING (UAT)

- C.5.2.1** The Contractor shall develop and provide a UAT Plan and create and provide test scripts and any required test data to perform integration, system, load, and user acceptance testing. The UAT Plan shall identify mutually agreed acceptance criteria for each test phase for each module and/or report.
- C.5.2.2** The Contractor and the District shall mutually determine completion dates for the Contractor to resolve the defects, errors, and issues found during UAT.
- C.5.2.3** The Contractor shall develop and provide a Requirements Traceability Matrix as well as release notes for UAT to the CA that verifies and validates that the System is working as intended and in accordance with all the requirements.
- C.5.2.4** The Contractor will have five (5) business days to address testing deficiencies and DHS will subsequently have three (3) days to review and approve all UAT results and be satisfied that the system performs in accordance with the performance requirements. Following review of UAT results, DHS reserves the right to request that the Contractor repeat testing of any test category that DHS determined was incomplete or unsatisfactory.
- C.5.2.5** The Contractor shall further perform system testing of the solution as a whole to ensure that the system meets DHS's technical, functional, and regulation requirements prior to go live.

C.5.3 END USER TRAINING

- C.5.3.1** The Contractor shall develop and provide an End User Training Plan with dates mutually agreed upon by the parties for conducting system training session(s).
- C.5.3.2** The Contractor shall provide on-site training prior to go live for both management and staff, including at least one (1) management session and at least two (2) staff sessions to include training manuals for all trainings.
- C.5.3.3** The Contractor shall provide written documentation including manuals and an online knowledge base access as applicable to cover all aspects of the System that DHS management and staff will need to use, including but not limited to a data dictionary, reports, roles, and a demo of various case types and how those cases flow through the system from referral to OPRMI to final resolution.

C.5.4 SYSTEM REQUIREMENTS

- C.5.4.1** The System is capable of full data migration from legacy QuickBase system that includes approximately four (4) years of records, which the Contractor will manage with assistance from DHS and which shall be tested and verified by DHS prior to System go live.
- C.5.4.2** The System can integrate with existing DHS systems, including both internal systems and those of external contractors (e.g., DCAS, ebtEDGE).
- C.5.4.3** The System can be accessed from a mobile device (e.g., mobile phone or tablet) through a medium (e.g., app, secure web browser-based system, or another source) that is secure and optimized for the device (e.g., the view for the device fits the screen of the device and users are able to access the full functionality of the system on the mobile device).
- C.5.4.4** The System and all displays are updated in real time as complaints and cases are processed.
- C.5.4.5** The System can receive data from either batch uploads of files from external systems or direct connection to external systems (e.g., ebtEDGE) and will ensure compliance with all Federal and District security laws as well as DC government and DHS policies.
- C.5.4.6** The System roles can be customized for various access levels (e.g., intake coordinator, investigator, program manager) that provide access to different views and system capabilities for at least three (3) roles.
- C.5.4.7** The System can incorporate conditional logic (i.e., if a case is closed, the category will lead to reasons that are specific to the category) and skip logic (i.e., if a case is marked as priority, it will go straight to an investigator and skip preliminary review) for at least five business rules.

- C.5.4.8** The System can generate a case record for complaints for preliminary review without opening a case for investigation.
- C.5.4.9** The System has an internal interface for FID employees to create case records and a web form that can accept complaints from outside sources (e.g., members of the public, DHS employees outside of FID) and automatically generate a case record.
- C.5.4.10** The System can develop logic that auto populates records based on the type of complaint (e.g., if received by telephone the complaint information fields must be manually entered by an FID staff member but if escalated internally then can pull household data from DCAS such as address and members of the household).
- C.5.4.11** The System allows a complaint case record to be forwarded to another user and maintain record of assigned user history.
- C.5.4.12** The System can be customized or configured to reflect disposition of complaints (e.g., closed without investigation, referred for investigation).
- C.5.4.13** The System can create, send, and receive response emails from within the case record, retaining a copy of the email in its original form with all details (e.g., the subject and text of the email, the sender and recipient, and a time stamp).
- C.5.4.14** The System can produce at least two (2) general email templates that can be customized by users for each case (e.g., initial contact, request for additional documentation).
- C.5.4.15** The System can attach digital files of any kind to a case record (e.g., .pdf, .xlsx, .mov, .bmp) with an individual maximum attachment size of at least 150 MB.
- C.5.4.16** The System can record each action taken during the investigation from various sources, including date and time stamps and which user completed the action.
- C.5.4.17** The System can record the time spent working on a particular action or case by user.
- C.5.4.18** The System has the ability to assign a case or an action/task at any point in the investigation, maintaining record of each transaction.
- C.5.4.19** The System can automatically generate tasks, due dates, and reminders based on the incident type or other properties of the case record for at least twenty (20) different types of case activity, which will be identified and defined by DHS and Contractor during implementation of the system.
- C.5.4.20** The System can record the outcome (e.g., no evidence found to reduce or deny benefits, or resulted in referral for administrative disqualification hearing or prosecution) of an investigation and final result of an investigation (e.g., administrative disqualification

hearing concluded and individual disqualified, or waiver signed and individual disqualified).

- C.5.4.21** The System can reopen a case that was previously closed, retaining the case history and all attachments, and can clearly indicate that a case has been reopened and contains supplemental information.
- C.5.4.22** The System can print or save as a .pdf cases and reports according to specifications, including what fields are included in the output.
- C.5.4.23** The System allows investigators to complete a recommendation and will generate an email or task requesting approval from manager immediately after a case has been finalized by an investigator.
- C.5.4.24** The System allows manager to return a completed report to the investigator with comments for required corrections.
- C.5.4.25** The System can be customized with dispositions/outcomes for cases (e.g., Waiver, Sent for Prosecution) for at least 10 dispositions/outcomes.
- C.5.4.26** The System will allow users to export a case into a portable format (e.g., .pdf) that can be provided to adjudicating and/or prosecuting bodies electronically and retained for FID records.
- C.5.4.27** The System can link newly created cases to prior cases for instances where a new related investigation needs to be opened.
- C.5.4.28** The System can analyze data received through the following using the Contractor's proprietary data analysis methods:
 - C.5.4.28.1** Data provided by DHS (e.g., household demographic and EBT transactions, via either batch upload or integration with system).
 - C.5.4.28.2** Federal, state, and local government databases including matches for death, incarceration, and employment (e.g., new hire or UI) through integration with DCAS data sources and any other data sources the Contractor has access to.
 - C.5.4.28.3** Private party data sources through formal agreements that the Contractor has secured (e.g., The Work Number, credit reporting agencies, or social networking sites).
 - C.5.4.28.4** Web scraping or other techniques used to gather data through informal channels.
 - C.5.4.28.5** EBT transactions (e.g., out of state transactions, large sales at small merchants, or recipients traveling long distances from home address).

- C.5.4.29** The System can monitor for ineligible recipients, including analyzing data received from integration with DCAS for recipients who are receiving benefits in other states, deceased, incarcerated for more than 30 days, fleeing felons, or recently employed and required to report the change due to amount of income from new employment, and, if applicable, through any other data sources the Contractor has access to the System can perform geospatial and social network mapping of DHS's benefit recipient population using DCAS address and other appropriate fields to monitor for indicators of fraud (e.g., multiple recipients not in the same assistance unit residing at the same address) using the Contractor's proprietary data analysis methods with input from DHS on specific considerations and priorities.
- C.5.4.30** The System allows fraud investigation leads to be customized (e.g., do not generate leads for all out of state transactions, maybe exclude VA and MD merchants within 50 miles of DC border) using the Contractor's proprietary data analysis methods with input from DHS on specific considerations and priorities.
- C.5.4.31** The System can use historical program data to train rule-based flags and prediction models using the Contractor's proprietary data analysis methods with input from DHS on specific considerations and priorities.
- C.5.4.32** The System can create profile models of recipients that help DHS and FID to hone in on suspicious patterns of behavior to flag applicants and customers for additional review using the Contractor's proprietary data analysis methods with input from DHS on specific considerations and priorities.
- C.5.4.33** The System allows fraud investigation leads to either be automatically assigned or triaged by a user in an appropriate role based on the type of lead or other characteristics as determined by DHS.
- C.5.4.34** The System can generate standard reports either on a time schedule (e.g., weekly, monthly, quarterly) or as needed when run by a user in an appropriate role.
- C.5.4.35** Standard reports can be customized to requirements, including reports that show volume of complaints or investigations by source or issue, length of time between intake and completion of an investigation, and user statistics such as investigations that are overdue by investigator.
- C.5.4.36** The System is capable of generating sections 8 and 9 of Form [FNS-366B](#) as a quarterly standard report.

C.5.5 SYSTEM MAINTENANCE AND SUPPORT

- C.5.5.1** The Contactor and DHS will meet monthly, to monitor and evaluate performance under this contract. The monthly meetings, in addition to any other meetings scheduled to satisfy the requirements of this contract, shall:

1. Provide annual application support throughout the duration of the contract; and
2. Make changes and additions to content wording within the Fraud Case Management System and Data Analytics application.

C.5.5.2 The Contractor shall attend scheduled meetings with DHS to provide services for the system.

C.5.5.3 The Contractor shall correct any software defects for the system.

C.5.5.4 The Contactor shall modify the system consistent with any with Federal and District statutes, regulations, policies, and procedures that govern DHS's programs.

C.5.5.5 The Contactor shall perform any other maintenance on the System that are consistent with the standards and guidelines as established by the DHS.

C.5.5.6 The Contactor shall perform all services in a timely and satisfactory manner as determined in the sole discretion of DHS.

C.5.5.7 The Contractor shall provide continued services relating to items not in dispute, while there is any issue resolution, to the extent practicable pending resolution of the issue.

C.5.5.8 DHS shall assign priority levels to identify the issues and prioritize in what order the issues will be resolved during the maintenance of the system. The following priority levels will apply:

1. Priority Level of '1 – Critical' with the description of 'Critical issue, users indicated that the change is required for business operations' to be resolved within 1 business day;
2. Priority Level of '2 – Urgent' with the description of 'Urgent issue, users indicated the change is important for business operations' to be resolved within 3 business days;
3. Priority Level of '3 – Normal' with the description of 'Known issue, users can deploy workarounds' to be resolved within 1 week.
4. Priority Level of '4 – Low' with the description of 'Known issue, no immediate work needed, service can be scheduled in the near future' to be resolved within 2 weeks, or as agreed by DHS and Contractor; and
5. Priority Level of '5 - Very Low' with the description of 'Known issue, no immediate work needed, service can be scheduled in the medium to long term' to be resolved within 4 weeks, or as agreed by DHS and Contractor.

C.5.6 PROJECT MANAGEMENT

C.5.6.1 The Contractor shall provide a brief Project Narrative during the Kick-Off Meeting which includes timeline for implementation, assumptions underlying the timeline (e.g., DHS must provide data access within two (2) weeks of contract signing), and a description of the implementation process for the following:

C.5.6.1.1 Project Management Methodology: At minimum, the bidder shall detail its project methodology, governance and project management oversight and monitoring approach, the roles and authority of project team members. It shall also include which organizations will provide resources for the project and any resource constraints or limitations. The bidder shall provide a project schedule for its proposed project including identifying milestones, dependencies and critical path activities, start and end dates, and durations for each task through the use of a work breakdown structure.

C.5.6.1.2 Staffing Plan: At minimum, the bidder shall describe its approach to staffing the project including how its staff a transition team. The bidder shall include in its staffing plan the names and position titles of the staff that will support the District's project, each person's role on the project, how much time each role will dedicate to the pre- and post- deployment tasks on the project including Key Personnel.

C.5.6.1.3 Cost Management Plan: At minimum, the bidder shall describe its approach to the cost management plan. The Cost Management Plan shall include the following:

1. Identifies who is responsible for managing costs.
2. Identifies who has the authority to approve changes to the project or its budget.
3. How cost performance is quantitatively measured and reported upon.
4. Report formats, frequency and to whom they are presented.

C.5.6.1.4 Transition Management Plan: At minimum, the bidder shall detail its strategy and approach of transitioning into a project from a predecessor contractor and transition out of a contract with a client ensuring a seamless transition for the client. The bidder shall describe in the transition plan how it manages a transition, how data and assets are managed throughout the process and how it manages the relationships between itself and the client and the itself and the successor contractor. The bidder shall also detail its experience with managing complex transitions.

C.5.6.2 The Contractor shall attend and participate in the Project Kick Off Meeting in person or via webinar at DHS's office within seven (7) days of contract award. The meeting will be facilitated by the Office of Contracting and Procurement on behalf of the DHS and will include at least an overview of the following:

1. Introductions and contact information
2. Roles, responsibilities, and expectations

3. Scope of Work
4. Deliverable Schedule
5. Ordering and Payment
6. Modifications
7. Project Schedule

C.5.6.3 The Contractor shall provide the Initial Project Schedule and Project Management Plan at the Project Kick off Meeting.

C.5.6.4 The Project Plan shall include at a minimum, scope, goals, risk, dates for milestones/activities, and owners of each deliverable. The Project Schedule shall include, at minimum, the list of activities by phase, milestones with start and finish dates, durations, and dependencies for the both the Contractor's tasks and the District's tasks. DHS shall review and request updates and any suggested changes within ten (10) business days after the Project Kick Off Meeting.

C.5.6.5 The Contractor shall provide the Final Project Schedule, which will serve as the master project schedule, within five (5) business days of receipt of the suggested changes from DHS.

C.5.6.6 The Contractor shall maintain the Project Schedule throughout the engagement updating and detailing all tasks, dates and resources necessary to complete the Project.

C.5.6.7 The Contractor shall manage the Project Schedule with feedback and updates supplied by the Contract Administrator.

C.5.6.8 The Contractor shall develop and provide weekly status reports which measure, track, and evaluate progress against the Project Management Plan to the Contract Administrator outlined in (C.5.6.3) two (2) business day prior to each weekly meeting. The weekly status reports shall include at minimum:

1. Project status
2. Reporting period
3. Schedule for upcoming and past due deliverables
4. Work accomplished last business week
5. Meeting minutes from the prior meeting

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Service of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of (3) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed (4) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator identified in section G.9 in accordance with the following:

Item No.	Deliverable	Format/Method of Delivery	Due Date
0001	Subscriptions Case Tracker and Fraud Caster C.5.1.1	Electronic	1 day after Contract Award.
0002	Password Authorization C.5.1.4	Electronic	1 day after Contract Award.
0003	User Acceptance Plan C.5.2.1	PDF/Word	To be submitted as a part of the project management plan
0004	Test Scripts C.5.2.1	PDF/Word	To be submitted as a part of the project management plan
0005	Requirements Traceability Matrix C.5.2.3	PDF/Word	To be submitted as a part of the project management plan.

0006	End User Training Plan C.5.3.1	PDF/Word, Excel	To be submitted as a part of the project management plan.
0007	On-site training to include training manuals (hard and soft copy) C.5.3.2 & C.5.3.3	Printed, Word, and PDF	To be submitted as a part of the project management plan.
0008	System Maintenance and Support Meetings, Modifications, User Priorities and Status Updates C.5.5.1	In Person, Video and/or Conference Call	To be submitted as a part of the project management plan.
0009	Project Narrative C.5.6.	PDF/Word	Due at the Kickoff Meeting
0010	Project Management Methodology C.5.6.	PDF/Word	Due at the Kickoff Meeting
0011	Staffing Plan C.5.6.	PDF/Word	Due at the Kickoff Meeting
0012	Cost Management Plan C.5.6.	PDF/Word	Due at the Kickoff Meeting
0013	Transition Management Plan C.5.6.	PDF/Word	Due at the Kickoff Meeting
0014	Weekly Status Report C.5.6.	PDF/Word	(2) business day prior to each weekly meeting
0015	Initial Project Schedule and Project Management Plan Changes and Modifications to Plan (Per DHS) C.5.6.	PDF/Word	Provided at the Project Kickoff Meeting. Within ten (10) business days after the Project Kick Off Meeting.
0016	Final Project Management Plan C.5.6.	PDF/Word	Within five (5) business days of receipt of the suggested changes from DHS

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- G.1.3** The District follows a specific policy for services related to Software/Hardware maintenance/licenses and support services. These services must be provided and billed within the District's fiscal year (10/1 to 09/30). Invoices should only cover one fiscal year and the District cannot be held liable for any such services not billed and paid within the same fiscal year (October 1 to September 30). The District issues separate payment for each fiscal year for accounting and budgetary reasons.
- G.1.4** By accepting this contract, for Software/Hardware maintenance/licenses and support services, you agree that a proper invoice constitutes a service period that covers ONLY October 1 thru September 30.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Contractor Portal, <https://Contractorportal.dc.gov>
- G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 PARTIAL PAYMENTS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B"

- c) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

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

- G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
- G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:
 - G.6.1.2.1** 3rd day after the required payment date for meat or a meat food product;
 - G.6.1.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.6.1.2.3** 15th day after any other required payment date.
- G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

- G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:
 - G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
 - G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
 - G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

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

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

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

G.7 CONTRACTING OFFICER (CO)

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

Reginald C. Whitley
Office of Contracting and Procurement
200 I Street, SE Fifth Floor
Washington, DC 20003
Telephone: 202-478-5867
E-mail: reginald.whitley@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACT ADMINSTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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

Ainslie MacLeod
Applied Research Analyst
District of Columbia Department of Human Services
64 New York Avenue, NE, 6th Floor,
Washington DC 20002

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

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.: 2015-4281 No:16 dated 04/23/2020 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that

all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

Please note that all subcontracting requirements referenced for this solicitation Doc517647 for the Fraud Case Management and Data Analytics System Subscription have been waived by the District's Department of Small & Local Business with an approved waiver received

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (d) To employers that employ less than 11 employees.
- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 PURCHASES OF IT HARDWARE AND EQUIPMENT

The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses. The Contractor warrants and represents that the equipment is eligible for the manufacturer's normal and extended warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted. The bidder shall provide evidence of its authorized reseller agreement or certification from the manufacturer with its bid.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

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

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

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

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

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

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

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

F. Indemnification and Limitation of Liability

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

upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

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

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

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.

The contractor/Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance

Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

OCP should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this

Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

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

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.

- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit

changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

Reginald C. Whitley

Office of Contracting and Procurement

200 I Street, SE Fifth Floor

Washington, DC 20003

Telephone: 202-478-5867

E-mail: reginald.whitley@dc.gov

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

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

I.11 DISPUTES

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

14. Disputes

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

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

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

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iv) The Contractor's request for relief or other action by the CO.

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

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

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

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

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

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

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

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

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

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

- (xi) Provide a description of the claim or dispute;
- (xii) Refer to the pertinent contract terms;
- (xiii) State the factual areas of agreement and disagreement;
- (xiv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (xv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (xvi) Indicate that the written document is the CO's final decision; and
- (xvii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (xviii) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (xix) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (xx) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (xxi) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a

complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

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

I.12 CHANGES

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

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to

- the subcontractor for the additional work to be performed by the subcontractor;
- (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

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

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (a) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in

the District adopted by the Director of the Office of Human Rights, or any authorized official.

- (8) The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

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

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into this contract by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.2	U.S. Department of Labor Wage Determination 2015-4281 (Rev 16) dated 04/23/2020
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.4	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.5	District of Columbia Data Policy (Mayor’s Order 2017-115) https://octo.dc.gov/page/district-columbia-data-policy