


AWARD/CONTRACT				1. Reserved for later use		Page of Pages	
						1	63
2. Contract Number CW112838			3. Effective Date 12/21/2023		4. Requisition/Purchase Request/Project No. RK266872		
5. Issued By: Office of the Contracting and Procurement 441 4 th Street, N.W., Suite 330 South Washington, D.C. 20001				6. Administered by (If other than line 5) D.C. Sentencing Commission 441 4th Street, NW, Suite 430S Washington, DC 20001			
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) Mindcubed, LLC 700 12 TH Street, NW, Suite 700 Washington, DC 20005 Duns No. TIN 				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other			
				9. Discount for prompt payment:			
				10. Submit invoices to the Address shown in Section 7 (2 copies unless otherwise specified)			
11. Ship to/Mark For D.C. Sentencing Commission 441 4th Street, NW, Suite 430S Washington, DC 20001			Code 		12. Payment will be made by D.C. Sentencing Commission 441 4th Street, NW, Suite 430S Washington, DC 20001		
13. Remit Address: Same as 12				14. Accounting and Appropriation Data ENCUMBRANCE CODE:			
15A. Item	15B. Supplies/Services			15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
	Operations and maintenance of the GRID system						
Total Amount of Contract:						\$261,223.19	
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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 (2) copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, as amended, 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 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 in B.3 and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) this award/contract, and (b) your offer. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) Habib Nasibdar, CEO, Mindcubed				20A. Name of Contracting Officer Samira Davis, CPCM, CFCM			
19B.  (Signature of person authorized to sign)			19C. Date Signed 12-11-2023		20B. District of Columbia		20C. Date Signed
				(Signature of Contracting Officer)			

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

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of The D.C. Sentencing Commission (SCDC) (the "District") is awarding a contract to continue ongoing operations and maintenance of the Guideline Reporting Information Data (GRID) system.

B.2 The District is awarding a fixed-price contract type in accordance with 27 DCMR Chapter 24.

B.3 PRICE SCHEDULE - FIRM FIXED PRICE

B.3.1 BASE YEAR

December 21, 2023, through September 30, 2024

Contract Line-Item No. (CLIN)	Item Description	Quantity	Unit Price	Total Price
0001	GRID Operations and Maintenance (December 2023 pro-rated)	1	\$10,091.15	\$10,091.15
0002	GRID Operations and Maintenance	9 Months	\$27,903.56	\$251,132.04
Grand Total for B.3.1				\$261,223.19

B.3.2 OPTION YEAR ONE

October 01, 2024, through September 30, 2025

CLIN	Item Description	Quantity	Unit Price	Total Price
1001	GRID Operations and Maintenance	12 Months	\$28,740.67	\$344,888.04
Grand Total for B.3.2				\$344,888.04

B.3.3 OPTION YEAR TWO

October 01, 2025, through September 30, 2026

CLIN	Item Description	Quantity	Unit Price	Total Price
2001	GRID Operations and Maintenance	12 Months	\$29,602.89	\$355,234.68
Grand Total for B.3.3				\$355,234.68

B.3.4 OPTION YEAR THREE

October 01, 2026, through September 30, 2027

CLIN	Item Description	Quantity	Unit Price	Total Price
3001	GRID Operations and Maintenance	12 Months	\$30,490.97	\$365,891.64
Grand Total for B.3.4				\$365,891.64

B.3.5 OPTION YEAR FOUR

October 01, 2027, through September 30, 2028

CLIN	Item Description	Quantity	Unit Price	Total Price
4001	GRID Operations and Maintenance	12 Months	\$31,405.70	\$376,868.40
Grand Total for B.3.5				\$376,868.40

B.4 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 *et seq.*

B.4.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in the provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- (1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
- (2) By negotiating a new percentage indirect cost rate with the awarding agency;
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with 4.5.2; or
- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

B.4.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331 or any successor regulations.

B.4.3 The Contractor shall pay its subcontractors, which are nonprofit organizations, the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1 The D.C. Sentencing Commission (SCDC) has designed a system to receive, track, query, and archive conviction and sentencing-related data provided by the D.C. Superior Court (DCSC) via the D.C. Criminal Justice Coordinating Council's (CJCC) IJIS 12.1 data feed. The system also allows SCDC to receive and share sentencing and defendant criminal history information with the Court Services and Offender Supervision Agency (CSOSA). This system is called the Guideline Reporting Information Data (GRID) system. SCDC is awarding a contract to continue ongoing operations and maintenance of the GRID system.

C.2 APPLICABLE DOCUMENTS

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

Document Number	Title	Format	Version	Applicable Paragraph
001	Sentencing Commission of District of Columbia (SCDC) Voluntary Sentencing Guidelines	PDF	September 1, 2023	All
002	Sentencing Commission of District of Columbia (SCDC) Annual Report	PDF	April 2023	All
003	PMI PMBOK Guide Agile PG	Print or PDF	2017 Sixth Edition	All
004	Odyssey Contract – CW772255	PDF	June 16, 2023	All

C.3 DEFINITIONS AND ACRONYMS

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

Word or Acronym	Definition
Annual Report	Current year sentencing and crime status reporting by the District of Columbia Sentencing Commission (SCDC)
As-built	The system, function, or component that is actually delivered with the completed system. The “As-built” requirements shall reflect the reality of delivery, demonstrating variance from the SOW version of the requirements.
(Baseline) GRID System	The Guidelines Reporting Information Data System. It includes the following computer software: The GRID Data System as delivered and signed-off in CW19533 by SCDC on December 21, 2013, based on the SCDC approved requirements document. GRID also includes upgrades and other modifications

	applied to the software based on approved Engineering Change Proposals (ECP's). The system version as of December 21, 2023.
Business Days	Monday to Friday, except for DC government holidays
Business Hours	8am to 6pm EST Monday through Friday, except for District Holidays.
CH	Criminal History
CJCC	Criminal Justice Coordinating Council
Contractor	Mindcubed LLC
Court	District of Columbia Superior Court (DCSC)
CSOSA	Court Services and Offender Supervision Agency of the District
CSOSA Business Users	Court Supervision Officers and Supervisory Court Supervision Officers in the CSOSA Diagnostics Branch who use GSS.
CSOSA Technical Users	Members of the CSOSA management or information technology team who support the use of GSS. This term does not apply to individual CSOSA Court Supervision Officers, or their immediate supervisors.
CVE	Court View Enterprise Data Feed.
Days	Calendar days unless otherwise noted.
DCSC	District of Columbia Superior Court
DevOps	The code repository server created by Azure DevOps. It is utilized to write code, test, release to users, and provides additional tools to build and manage software projects. Additional capabilities include a ticketing system and sprint planning software.
ECP	Engineering Change Proposal
Effective Date	The date of execution of an Agreement.
Executive Director	The Sentencing Commission's Executive Director or their designee
GFE	Government Furnished Equipment
GRID Rules Engine Software Logic	The data and process flows that underlie the GRID rules implementation in code
GRID System	The Guidelines Reporting Information Data System. The GRID system includes the following computer software: The GRID Data System as delivered and signed off by SCDC on December 21, 2013, based on the SCDC approved requirements document. GRID also includes upgrades and other modifications applied to the software based on approved Engineering Change Proposals (ECPs)
GSS	The GRID Scoring System. It includes the following computer software: The bi-directional interface system between CSOSA and the SCDC as delivered and signed off in CW19533 by SCDC on March 9, 2015. GSS also includes upgrades and other modifications applied to the software based on approved ECPs.
Guidelines	District of Columbia Voluntary Sentencing Guidelines

IJIS 12.1	DC Integrated Justice Information System Outbound Data Feed
Implementation Phase	The phase during which systems were deployed in production. For the GRID system, the implementation phase started on January 10, 2013, and ended on December 21, 2013. For GSS, the implementation phase started on March 10, 2014, and ended on March 9, 2015. For MPD, the implementation phase started on November 2, 2017, and ended on January 16, 2020.
JUSTIS	District of Columbia Justice Information System
KPI	Key Performance Indicator
Meeting	An in-person meeting in the SCDC offices, hybrid, or virtual meeting as agreed upon by all parties.
Modifications	Mean additions, edits, alterations, and/or changes made to the GRID system and/or GSS by the contractor under this Agreement. This includes upgrades applied to the GRID system and/or GSS in both executable format and source code format.
MPD	Metropolitan Police Department
OCTO	District of Columbia Office of the Chief Technology Officer
Odyssey	The Court's New Case Management System (under development)
OSG	Offense Severity Group
PMBOK	The PMI Project Management Body of Knowledge, the current version is the Sixth Edition plus its Companion Agile Practice Guide.
PMI	Project Management Institute
Progressive Elaboration	The process of building more detail into an existing understanding by incrementing knowledge, conditions, or definition to explain or expand on the basic idea. (e.g. requirements definition detail is expanded through progressive elaboration of the initial requirement).
Requirements Documentation	Consists of the Requirements specification, DevOps requirements file, RTM and RCM
RTM	Requirements Traceability Matrix
RCM	Requirements Compliance Matrix
SCDC	District of Columbia Sentencing Commission
SDLC	System (Software) Development Life Cycle – the process, content, performance monitoring, and milestone tracking methodology proposed by the contractor for implementation of the Enhanced GRID system.
SEI CMMI	Software Engineering Institute, Capability Maturity Model Integration
Severity Level - Critical	An issue that prevents GRID/GSS/ or MPD Arrest Data Feed from functioning, or leads to a system security vulnerability.
Severity Level - Serious	An issue that prevents users from using GRID/GSS/ or MPS Arrest Feed at full capacity and in a timely manner.
Severity Level - Moderate	An issue that provides unexpected outcomes of errors during normal system use.
Severity Level - Minor	An issue that requires remedy, but does not impact the functionality of GRID/GSS/ or MPD Arrest Feed.

SOW	Statement of Work
Three-consecutive-day live test	An actual test of the live CJCC feed with GRID for three consecutive daily transactions of MPD Arrest Data into GRID.
Upgrades	Mean new versions of, and updates to, the GRID system or GSS released by the contractor to SCDC generally, for the purpose of fixing an error, bug or other issue in the GRID system or enhancing the functionality of the GRID system or GSS. Including, but not limited to, approved ECPs.
(Project) Work Plan	This is a detailed WBS of all stages, tasks and subtasks. It includes a step-by-step elaboration of the tasks (likely including process flows, alternative decision tree paths, and risk assessment options as required) and a Gantt Chart which shows estimates of how long it will take to complete each subtask, task and stage, the resources required to complete each task, the task dependencies and interrelationships, and any special considerations that must be made, including intermediate milestones. PMI – PMBOK Guide, Sixth Edition and supporting technical papers

C.4 BACKGROUND

C.4.1. History of the GRID System

C.4.1.1. In 2012, SCDC contracted with Mindcubed LLC (the contractor) (formerly Blueprint Consulting Services) to design, build, and implement the GRID System. At the system's core is a set of algorithms that automatically calculate judicial compliance with the Guidelines and allow SCDC staff to perform data analysis. Developing the algorithms involved converting SCDC's business processes, Guidelines sentencing structure, statutes, and applicable rules into digital processes that automatically calculate the compliance status of every felony case sentenced, as well as provide numerous types of other analysis necessary to accurately identify and report on sentencing trends in the District.

C.4.1.2. In 2015, SCDC contracted for the addition of the GSS module to the GRID system. The defendant's prior convictions, which may or may not contribute to their criminal history score, can be one of the primary factors used to determine a defendant's Guidelines recommended sentence. CSOSA officers enter each defendant's criminal history score(s), if applicable, directly into the GSS module web application. The module then automatically calculates each defendant's total criminal history score and inputs that score into the GRID system.

C.4.1.3. In 2019, SCDC contracted for the addition of the MPD AFE data feed into the GRID system to enhance SCDC's arrest data capabilities. This enhancement allowed the Commission to view and examine the entire lifecycle of a defendant's case from arrest through sentencing or the court's final disposition. Like IJIS 12.1, the MPD arrest data feed is transmitted to the SCDC through a CJCC interface by way of a transactional interface between the SCDC and CJCC to integrate MPD data feed into the GRID system. Using the Adult Arrest XML web service hosted by CJCC, SCDC can securely capture, retain, and analyze daily arrest data XML

transactions from CJCC's Case Initiation System (CIS), using Hypertext Transfer Protocol (HTTPS) with Secure Socket Layer (SSL)/Transport Layer Security (TLS) protocol.

- C.4.1.4. In 2021, SCDC and the Contractor entered into the original Odyssey Integration Project contract with expected completion by September 30, 2022. However, due to DCSC delays in implementing Odyssey and significant changes to the manner in which Odyssey data is shared, SCDC's needs and requirements for the project have changed and expanded. Full implementation of Odyssey is now anticipated to occur in the late summer or fall of 2024. The updated data schema means that Odyssey will not provide Court data in the same format to the current IJIS 12.1 data feed. This change requires additional effort in order for SCDC to continue to fulfill its statutory mandate and for GRID to operate. This project remains ongoing.
- C.4.1.5. Over the course of the previous multi-year O&M contract period of performance, various Engineering Change Proposals (EPCs) have been introduced.
- C.4.1.6. All ECPs pertinent to the performance and execution of this O&M SOW's created during the duration of this contract, including any contract modifications, shall be incorporated in this SOW as specific requirements.
- C.4.1.7. All requirements from ECPs shall be identified in the RTM/RCM versions for this effort, and they shall be included in work packages and timelines within the O&M Management Plan and detailed schedule for this effort. (Ref: C.5.1.1.2 and so forth.)
- C.4.1.8. The Contractor shall maintain the system with all its existing functionalities at the time of the award.

C.5. GENERAL REQUIREMENTS

C.5.1 General Terms

- C.5.1.1. The contractor shall use online and/or system computing environment tools for fixing defects and errors in the GRID system and the GSS.
- C.5.1.2. The system source code, version control system, ticket tracking platform, ticket system logic process, rules engines, data queries, up-to-date database schema diagrams, and data flows shall be designed, tested, and maintained in a manner that would allow SCDC staff and other developers to understand and make future changes to the system quickly and easily.
 - C.5.1.2.1 Any system failures created by the contractor's maintenance of the system or failure to maintain the system in a manner SCDC staff may quickly and easily understand and make future changes to the system shall be corrected by the contractor at no additional cost in a timely manner.
- C.5.1.3 All requirements shall be feasible under this contract, unambiguous, testable, and trackable.

C.5.3.1 Exceptions and special conditions for compliance shall be identified and presented at the Requirements Review (Report #005) within two weeks of contract execution.

C.5.1.3.1.1 SCDC staff may request a meeting based on the report after receipt.

C.5.1.4 All meetings between the parties shall be virtual or hybrid unless requested to be in person by SCDC staff.

C.5.2 Staffing

C.5.2.1 The contractor shall ensure system performance through the duration of any ongoing operations and maintenance agreement, including with OCTO and other third-party vendors as necessary.

C.5.2.2 Prior to the start of the contract or any extension thereof, the contractor shall supply the Contract Administrator with a list of Key Personnel (Deliverable #001), naming individuals responsible for carrying out Operations and Maintenance activities.

C.5.2.2.1 The contractor shall account for any enhancements and any other contracted activities to ensure that this contract will remain fully staffed at all times.

C.5.2.2 The contractor shall also account for any planned and unplanned contractor staffing absences to ensure that the contract will remain fully staffed at all times.

C.5.2.2.3 Prior to the start of the contract or any extension thereof, the contractor shall provide the Contract Administrator with a list of Key Personnel and their resumes for advanced approval (Deliverable #001).

C.5.2.2.4 The contractor shall not replace any key personnel without the approval of the Contract Administrator. If key personnel needs to be replaced, the contractor shall give the Contract Administrator as much notice as possible under the circumstances, and to the extent the departure is voluntary by any party, no less than 30 days' notice is required. With the notice of any departure, the contractor shall also provide a plan for replacement staffing for the approval of the Contract Administrator.

C.5.2.3 Contractor staff shall participate in a SCDC Guidelines training once a year to refresh their knowledge of the Guidelines and relevant sentencing topics (Deliverable #002).

C.5.3 O&M Project Management Plan

C.5.3.1 The contractor shall propose an approach for continuing operations and maintenance activity that maintains the GRID system (known as the O&M Project Management Plan (Deliverable # 003)).

- C.5.3.1.1 Included in that O&M approach, the contractor shall assume responsibility for the overall system operations and maintenance, including the GRID development environment, GRID system, and GSS.
- C.5.3.2 The contractor shall provide an O&M Management Plan (Deliverable #003) identifying key tasks under the contract effort, associated milestones, and performance criteria.
- C.5.3.3 As part of the O&M Project Management Plan (Deliverable #003), the contractor shall provide an initial project schedule, which shall be baseline within three weeks of contract start, and updated weekly to include percent complete and other completion information describing any task variances or issues that impact the schedule positively or negatively following the example included in Appendix B, at minimum.
- C.5.3.4 The O&M Project Management Plan (Deliverable #003) shall include a Microsoft Project Schedule (Deliverable #004) indicating all known, planned, and regularly scheduled reviews, meetings, and activities as part of this agreement. This shall include timely noticed OCTO patches, software updates, and hardware updates.
- C.5.3.5 As part of the contractor's Project Management Plan (Deliverable #003), the contractor shall propose a consolidated approach (see Section C.6 for specifics) to managing functional and operational O&M requirements encompassing seven areas identified here and weighted monetarily on an approximate annualized basis:
 - C.5.3.5.1 General maintenance, baseline, Reports – 15%
 - C.5.3.5.2 Tickets – 20%
 - C.5.3.5.3 GSS Maintenance, OCTO, System Security – 10%
 - C.5.3.5.4 Historic Data preservation, System Management – 10%
 - C.5.3.5.5 Availability of system and System Reliability – 20%
 - C.5.3.5.6 Annotated Source Code – 10%
 - C.5.3.5.7 Support to SCDC Staff – 15%

C.6. O&M MANAGEMENT REQUIREMENTS

C.6.1. General Maintenance

- C.6.1.1. The contractor shall provide minor modifications to the GRID system and GSS' display of information, screen formatting, or sorting of data to enhance system usability or performance as necessary, as part of system maintenance.
- C.6.1.2. The contractor shall ensure that all online training materials are updated to the latest as-built system processes and user interfaces.

- C.6.1.2.1. Once the materials require updating, the contractor shall include updates to the training materials as part of its monthly updates with a plan and estimated timeline as to when the update will be completed.
- C.6.1.3. The contractor shall document their process to include the logic of the following ticket response process flow, and following approval by the SCDC Contract Administrator , hardcode the process into the GRID workflow as shown in Exhibit C.
- C.6.1.4. The contractor shall incorporate these requirements in the O&M Project Management Plan (Deliverable # 003) delivered within three weeks of contract execution.
- C.6.1.5. Under this effort, the contractor shall maintain the Requirements Compliance Matrix (RCM) indicating compliance with, or deviations from, the requirements of this SOW (Deliverable #005).
- C.6.1.6. The contractor shall maintain and update as necessary, the system Requirements Traceability Matrix (RTM) for the GRID system and GSS and shall include any requirements changes, additions, or deletions as a result of the ongoing maintenance activity (Deliverable 006).
- C.6.2. Reports
 - C.6.2.1. As part of this effort, the contractor shall provide Reports (Deliverable #007) to the Contract Administrator based on the triggering event as listed in F.3.
 - C.6.2.2. The contractor shall provide a documented process of how they will record, assess, respond, and notify SCDC of issues that occur outside of normal hours within three weeks of contract signing (Deliverable # 008) for the Contract Administrator 's approval.
 - C.6.2.3. On June 21, 2024, and December 21, 2024, the contractor shall provide the SCDC Contract Administrator with a written report of high-level and significant activities undertaken over the past six months (Report #001).
 - C.6.2.4. The contractor shall maintain a Risk Register (Report #002) to identify potential, future risks to the system, situations that may impact future system performance, or pending (or potential) changes to the GRID system or GSS environments that may affect the GRID system or GSS in any way.
 - C.6.2.4.1. The status of the Risk Register shall be updated monthly and provided to SCDC's Contract Administrator.
 - C.6.2.4.2. In addition to providing a relative tracking of all risks, the Risk Register (Report #002) shall include the following elements for each risk, at minimum:
 - C.6.2.4.2.1. Risk identification number
 - C.6.2.4.2.2. Date risk identified

C.6.2.4.2.3.	Risk name (short title)
C.6.2.4.2.4.	Risk Description
C.6.2.4.2.5.	Risk severity
C.6.2.4.2.6.	Probability and date of impact
C.6.2.4.2.7.	Description of potential impact
C.6.2.4.2.8.	Mitigation or avoidance strategy
C.6.2.4.2.9.	Responsible person
C.6.2.4.2.10.	Next actions, including short and long-term proposals.

C.6.2.5. On March 20, 2024, June 20, 2024, September 20, 2024, and December 20, 2024, and as requested by SCDC, the contractor shall provide the Contract Administrator with an up-to-date list of GRID system and GSS users and access roles/groups (Report #003).

C.6.3. Baseline

C.6.3.1. The contractor shall maintain all baseline GRID system and GSS software, communications protocols, internal and external interfaces, data transfers and exchanges, and databases at the operational level as tested, approved, and in place as of December 20, 2023.

C.6.3.2. The tracking of requirements, tests, and tickets at the transition date that remains unresolved, using the DevOps utility shall continue for the baseline GRID system.

C.6.3.2 The contractor shall monitor, maintain, support, service, and address GRID system and GSS issues as described in the SCDC Maintenance and Operations Activity Scenarios Chart in Appendix B.

C.6.3.3. The contractor shall, at least twice daily (Monday – Sunday), back up the GRID database.

C.6.3.4. The contractor shall, at minimum, twice yearly test the backup files to ensure the viability of the current and past backups (Report #011).

C.6.4. System Reliability

C.6.4.1. The contractor shall monitor system performance, including, but not limited to, the CJCC-GRID electronic interface, for signs of performance degradation and potential impacts on system reliability and availability.

C.6.4.2. The contractor shall provide maintenance support for all categories identified in the SCDC Maintenance and Operations Activity Scenarios Chart.

C.6.4.3. The contractor's level of support shall also include maintenance for upgrades and other modifications applied to the GRID system or GSS, including any approved ECPs.

C.6.5. System Management

- C.6.5.1. The contractor shall test any and all software upgrades and/or patches in a staging environment and should deploy said patches to production only after staging environment tests are successful and approved by SCDC staff. If changes are implemented without approval by SCDC staff.
 - C.6.5.1.1. The contractor shall seek approval from the Contract Administrator, in writing, if they are unable to utilize the staging environment prior to implementing any changes to production.
 - C.6.5.1.2. Any discrepancies between staging and production environments shall be reported and explained in the Risk Register (Report #002), including any changes that could not be tested in the staging environment prior to production.
- C.6.5.2. The contractor shall continually monitor data queries for excessive performance or CPU utilization with the goal of optimizing queries that exceed specified capacity expectations.
 - C.6.5.2.1. The contractor shall monitor and report on to include (Report #012):
 - C.6.5.2.1.1. The query or queries with excessive performance or CPU utilization;
 - C.6.5.2.1.2. The date(s) of occurrence;
 - C.6.5.2.1.3. Proposed resolution to improve query optimization; and
 - C.6.5.2.1.4. Timeline for when the change would take effect.
- C.6.5.3. The contractor shall provide a range and schedule of routine system and preventative maintenance activities, including but not limited to, database backups, audit reports, security controls continuous monitoring issue alerts, system status reports, quarterly and ad-hoc software releases, response time and utilization monitoring, reliability and availability monitoring, and corrections as necessary.
 - C.6.5.3.1. The maintenance activities shall be documented on the O&M Microsoft Project Schedule (Deliverable #004) and provided monthly, in writing, to the Contract Administrator (Report #004).
- C.6.5.4. Upon notification by SCDC, the contract shall provide support in a timely manner for any modifications to the application software as a result of the District of Columbia Interagency Workgroup (IWG) Change Advisory Board Notification (CABN), as applicable.
- C.6.5.5. The contractor shall routinely perform database audits to verify continuous data integrity, proper data mapping, standard taxonomy, and data fidelity to source records (Report #007).
- C.6.5.6. The contractor shall document in the monthly management status meeting trends in database performance that may impact overall GRID performance (Report #007).
- C.6.5.7. The contractor shall flag issues using the ticketing system for any database issues that require resolution (Report #007).
- C.6.5.8. The contractor shall monitor and ensure that all applicable data was processed successfully by the daily GRID system algorithm “runs” or “nightly jobs” (e.g. Guidelines compliance calculations) (Report #007).
 - C.6.5.8.1. The contractor shall provide email notifications of transaction results, consistent with the current process in the baseline GRID system, within four hours of completion of the process or the failure of any step in the process, but not later than 8:00 am.

C.6.5.8.2. If the contractor chooses to rely on an automated e-mail system, the contractor shall ensure that the e-mails clearly indicate any failures or discrepancies in the system. Any system failures should be responded to by the contractor through an additional response, at minimum, beyond an automated e-mail.

C.6.5.8.2.1. The e-mail should include the name of the job that failed and a brief description of the impact of the job failure.

C.6.5.8.2.1.1. The notification required will include an assessment of the issue, details regarding whether any data was corrupted or failed to be incorporated into the GRID system, the number of cases/counts affected, what steps were previously taken, and will need to be taken to resolve any issue and provide a timeline for accessing and resolving the issue.

C.6.5.8.3. Any 'nightly jobs' failures, or failures to process data should be triaged by the contractor by noon the next day. The contractor shall e-mail the Contract Administrator a diagnosis of the issue and a resolution.

C.6.5.8.4. The contractor shall notify SCDC via e-mail of any errors associated with the CCJCC-GRID transactions within one hour of finding an error, but not later than 9:00 am.

C.6.5.8.5. The notification required will include an assessment of the issue, details regarding whether any data was corrupted or failed to be incorporated into the GRID system or GSS database, what steps were previously taken, and will need to be taken to resolve any issue and provide a timeline for accessing and resolving the issue.

C.6.6. System Security

C.6.6.1. The contractor shall work with the Contract Administrator to review the GRID system, GSS access, and forensic logs to continuously monitor and notify, within one hour, any prohibited activity.

C.6.6.1.1. The contractor shall conduct random (Report #005), as well as targeted audits of system and user activity periodically, as deemed necessary by the system/software architect or by the SCDC Contract Administrator. At a minimum, audits shall be performed twice a year. An initial audit will be performed two weeks after contract execution to provide a status of the system including any outstanding tickets, unresolved issues, and other issues the contract administrator should be aware of (Report #005).

C.6.6.1.2. The contractor shall implement continuous monitoring of: automated vulnerability scanning tools, system access, and forensic logs, daily. The contractor shall immediately report potential issues, unauthorized access, leaks, or suspicious behavior to the Contract Administrator.

C.6.6.2. The contractor shall monitor the security of environment components in CVE data feed, public databases, project mailing lists, security mailing lists, and other sources, and keep them up to date with patches and upgrades or, when applicable, request that OCTO provide patches and upgrades.

C.6.6.3. In the event of a data leak or breach, the contractor shall work with SCDC to execute the data breach policy contained in the GRID System and GSS Security Plan.

- C.6.6.4. The contractor shall forward to the SCDC Contract Administrator all security vulnerability notices that pertain to the GRID software, data links, or computing environment.
- C.6.6.5. For all unresolved security-related issues and issues whose resolution exceeds 30 days, an interim status of the issue should be provided in writing on a weekly basis by noon on Thursday (Report #006), starting the first Thursday after 30 days elapsed.
- C.6.7. GSS Maintenance
 - C.6.7.1. The contractor shall follow the GSS Error Reporting Procedure when addressing, triaging, and fixing problems reported by CSOSA business and/or technical users.
 - C.6.7.2. The contractor shall review the GSS-GRID data linkage and the daily IJIS 12.1 data transfer, as well as data transfers that may be implemented in the future, to ensure all data is sent to, received, and processed by the GRID system and GSS successfully and error-free. Any errors should be addressed as indicated in C.6.
- C.6.8. Historic Data Preservation
 - C.6.8.1. The contractor shall freeze the prior year data on January 3rd, with the data snapshot of the immediate prior year from January 1st at 12:00:01 am through 11:59:59 on December 31st.
 - C.6.8.2. Data snapshots are subject to SCDC approval for data integrity, therefore at the direction of the Contract Administrator, the contractor shall redo data snapshots within 24 business hours if SCDC staff identifies data quality issues in the previous snapshot and explicitly instructs the contractor to overwrite the snapshot in writing.
 - C.6.8.3. Absent explicit instructions by SCDC staff in writing and Contract Administrator approval, the contractor shall not modify a data snapshot in any way.
 - C.6.8.4. The contractor shall once a year, on or about January 1st, prepare and cleanse an annual snapshot of the database from the previous calendar year.
 - C.6.8.5. The contractor shall create, and at their discretion automate, the necessary versions, formats, table merges, and joins required to perform analysis for the annual and other SCDC reports.
 - C.6.8.6. Data snapshots are subject to SCDC approval for data integrity.
 - C.6.8.6.1. With the approval of the Contract Administrator, the contractor shall redo data snapshots within 24 business hours if SCDC staff identifies data quality issues in the previous snapshot and explicitly instructs the contractor to overwrite the snapshot in writing.
 - C.6.8.6.2. Absent explicit instructions by SCDC staff in writing and Contract Administrator approval, the contractor shall not modify a data snapshot in any way.
- C.6.9. Availability of System
 - C.6.9.1. The GRID system shall satisfy an overall work-week system availability requirement of 99%.
 - C.6.9.1.1. The contractor shall calculate and report actual system availability overall (24x7) and within

the availability during the specified workweek and report results and identify trends in the monthly status report to the Contract Administrator (Report #007).

- C.6.9.1.2. System availability refers both to the availability of the system as well as the quality of the data.
- C.6.9.1.3. During the deployment of critical security vulnerability patches, the contractor shall ensure that the system downtime does not exceed 36 hours per calendar month (i.e. per 30 consecutive days), guaranteeing a 95% uptime during this exception. If able, system downtime should take place during non-work-week hours.
- C.6.9.1.4. Other than the conditions specified elsewhere in this SOW, unless approved by the Contract Administrator in writing, the contractor shall ensure that the system downtime does not exceed 21 hours and 30 minutes per calendar month (i.e. per 30 consecutive days), guaranteeing a 97% uptime on a month-to-month report basis.
- C.6.9.1.5. The contractor shall plot and present, at the monthly management review meeting (Deliverable #009), the GRID system availability results as described above on rolling, annual, monthly, and weekly series of charts, highlighting any periods where availability was outside of the acceptable control boundary.
- C.6.9.1.6. Any period of availability non-compliance shall be explained in a variance analysis, including steps taken to prevent future occurrences.
- C.6.10. Support to SCDC Staff
 - C.6.10.1. The contractor shall assist SCDC as necessary in utilizing the GRID System and GSS to timely respond to data requests following SCDC's Data Sharing Policy.
 - C.6.10.2. The contractor shall provide a helpdesk to assist SCDC and CSOSA technical users in the appropriate use of the GRID systems and GSS during normal business hours.
 - C.6.10.3. The contractor shall use the helpdesk to determine the causes of errors, defects, or other issues and/or problems with the GRID system or GSS. The contractor shall log any issues reported to the help desk in the DevOps System.
 - C.6.10.3.1. The contractor should diagnose any errors, defects, or other issues and/or problems with the GRID system or GSS and propose necessary short and long term solutions or resolutions.
 - C.6.10.3.1.1. The contractor shall work with SCDC to identify the root cause of the issue. This may include code review sessions, brainstorming proposed solutions, implementation of the solution in a testing environment, and allowing time for SCDC to review the impact of such changes. All diagnoses and proposed resolutions should be documented in a change request form.
 - C.6.10.4. The contractor shall provide helpdesk and resolution support to SCDC and CSOSA technical users for the conditions described in the SCDC Maintenance and Operations Activity Scenarios Chart (Appendix C).
 - C.6.10.5. The contractor, from time to time, shall provide direct assistance to SCDC staff to provide

data and query support to answer specific, ad hoc requests from partner agencies.

- C.6.10.6. The contractor shall provide assistance to previously trained SCDC staff and CSOSA technical users to answer non-routine or incidental questions and provide guidance on the use of the GRID system and GSS. Time-to-response schedules shall comply with those specified in the GRID Severity Response Chart.
- C.6.10.7. The contractor shall assist SCDC as necessary in utilizing the GRID System and GSS to respond to data requests following SCDC's Data Sharing Policy. The assistance includes but is not limited to identifying system requirements and limitations pertaining to data requests received, developing and documenting system queries to accurately respond to data requests, and/or exporting fully documented datasets and/or analyses from the system. Such assistance shall be provided in a manner that allows SCDC to respond to data requests within the timelines set forth in the Data Sharing Policy.
- C.6.10.8. The contractor shall treat requests for data quality issue support, resolution of interagency issues, coordination of interagency system planning or change implementation, changes to the structure of data sources, etc. as issues to be introduced and assessed as "tickets" in the ticketing system, and appropriate responses in accordance with the activities in SCDC maintenance and Operations Activity Scenarios.
- C.6.10.9. The contractor shall propose a method for responding to optional or additional activities proposed by SCDC, DCSC, OCTO, CSOSA, and CJCC; by the contractor, or necessitated by system changes that are not explicitly covered by this requirement.
- C.6.10.10. The contractor shall assist SCDC staff with updating workflow documents and other assistive training documents to ensure their accuracy, as needed.

C.6.11. OCTO

- C.6.11.1. The contractor shall coordinate with OCTO for any outage recovery, system upgrades, system security or performance issues, SWQA and/or CAB approvals, and project management issues.
- C.6.11.2. The contractor shall work with OCTO to ensure that a baseline server and software configuration is maintained at all times such that the configuration can be reverted back in case of misconfigurations or accidental errors.
- C.6.11.3. The contractor shall work with OCTO to inventory all hardware and software components (including specific software versions) SCDC is using, including all dependencies (e.g., the versions plugin).
- C.6.11.4. The contractor shall provide any necessary coordination with OCTO in a timely manner, for the maintenance of the production and development environments, including the coordination of upgrades, technology updates, server patches, software version control, and resolution of security issues.
 - C.6.11.4.1. Coordination with OCTO shall be done in a manner to ensure the upgrades, updates, patches, and issue resolutions are completed as soon as feasible.

C.6.11.4.2. The contractor shall provide support to the OCTO Change Approved Board (CAB) process to obtain approval for any modifications to the application software.

C.6.12. Annotated Source Code

C.6.12.1. The contractor shall update, annotate, and preserve the GRID system and GSS's source code any time any change or corrective action is made to the system as described in C.6.

C.6.12.1.1. On June 21, 2024, and December 18, 2024, the contractor shall provide SCDC with an up-to-date copy of the GRID and GSS annotated source code (Deliverable 010).

C.6.12.1.2. This requirement will be deemed completed only after the approval of the annotated source code by SCDC (Deliverable #010).

C.6.12.2. The contractor shall maintain a secured baseline copy of the annotated source code (as well as the latest operation version, under configuration and strict version control following industry best practices for version and configuration controls. The contractor shall follow the formatting in Appendix A at minimum for annotating the source code.

C.6.12.3. To allow for comparative analysis of code changes, the contractor shall provide a mechanism for comparing old and new code, which would be helpful in debugging and following sentence logic in the code. Approval for this mechanism shall be sent to the Contract Administrator within 3 weeks of contract execution (Deliverable #011).

C.6.12.3.1. Under this section, the contractor shall describe that comparison mechanism.

C.6.12.4. The contractor shall employ a source code documentation system to annotate the GRID source code that meets the minimum documentation requirements of Appendix A.

C.6.12.4.1. The contractor shall give SCDC staff a code review session at SCDC's request to walk through any source code changes prior to the implementation of any planned modification to the GRID system or to the database.

C.6.12.4.2. The contractor shall annotate and document source code changes within three weeks of changes made to the system that SCDC staff have agreed could be implemented without a code review session prior to implementation.

C.6.13. Requirements Traceability Matrix

C.6.13.1. The contractor shall maintain all system, management, and contractual requirements in a Requirements Traceability Matrix (RTM) and in the DevOps Server.

C.6.13.2. All requirements included in the RTM shall be in sufficient detail to identify the detail required, such as the Reference number, the requirement source, the mapping to the architectural element (if necessary), dependencies, and linkages to other explicit requirements, enabling requirements, or other conditions on which it depends, reference to follow-on requirements that are depending upon it, the type of test used to validate the requirement's compliance, and the results of that testing.

C.6.13.3. The Contractor shall deliver with the RTM a Requirements Compliance Matrix (RCM) (Deliverable #005) that follows the example form (The response Excel form RCM is included as Appendix D to this SOW):

C.6.13.4. The contractor shall deliver the completed RTM and RCM, at minimum, on each of the following Milestones:

- C.6.13.4.1. With the delivery of the Proposal;
- C.6.13.4.2. With completion of the initial O&M Management Plan;
- C.6.13.4.3. When SOW requirements are changed, added or deleted for any reason;
- C.6.13.4.4. The “As-Built” version of the Compliance Matrix shall be submitted at the completion of each annual O&M Contract period.

C.6.13.5. The contractor, with the assistance of SCDC staff, shall identify all applicable requirements from prior ECPs during requirements reviews and shall manage the completion of these requirements as an integrated part of the contractor’s O&M implementation.

C.6.14. Tickets

C.6.14.1. Ticket system

C.6.14.1.1. SCDC and the contractor shall have the ability to identify GRID system and GSS issues; the contractor shall be responsible for entering the appropriate ticket level data into the tracking system, including the appropriate priority level per the terms of this SOW.

C.6.14.1.1.1. Under this effort, the contract shall have the responsibility to maintain the DevOps System, for software code management, system configuration, and code version control consistently.

C.6.14.1.1.2. Under this effort, the contractor shall have the responsibility to manage and resolve all tickets submitted through the DevOps ticketing system, in accordance with applicable conditions defined in this SOW.

C.6.14.1.1.3. The contractor shall deploy and utilize a web-based ticketing system to capture and track issues, problems, and requests during the period of the maintenance agreement and any exercised options.

C.6.14.1.1.4. The online ticketing system shall include, but is not limited to, the following ticket statuses: new, approved, in progress, suspended, closed, enhancement, in customer review, DQA, reopen, canceled, and not bug.

C.6.14.1.1.5. Tickets shall be capable of being generated online, via email, verbally, or telephonically, but shall be recorded and approved in the ticket system prior to work beginning.

C.6.14.1.2. The contractor shall initiate all work using a web-based Ticket System provided under this SOW.

C.6.14.1.3. In addition to maintaining a complete, current Trouble Ticket Log (Report #008) as part of this SOW, the contractor shall provide an email to SCDC containing a copy of each ticket, a description of the triage analysis, and the planned approach to resolution.

- C.6.14.1.3.1. The contractor shall maintain a full list of all tickets and their status and review this list at minimum once every two weeks via meeting with SCDC staff.
- C.6.14.1.3.2. Twice a month the contractor shall meet with SCDC staff to discuss open and in-process tickets (Deliverable #012).
 - C.6.14.1.3.2.1. Additional meetings may occur at the request of SCDC staff to address critical tickets, or when there is a significant increase in the number of tickets.
- C.6.14.1.3.3. The contractor's written report on the status of all open and recently closed tickets shall be delivered to SCDC staff no less than 24 hours before the scheduled meeting.
- C.6.14.1.3.4. In addition to the twice-monthly meetings discussed in C.6.14.1.2, the contractor shall conduct a monthly GRID system and GSS performance/status review with the Contract Administrator (Deliverable #013).
- C.6.14.1.3.5. The contractor shall provide initial triage of all tickets to determine their appropriate severity level under this SOW and conduct a preliminary assessment of the remediation proposed within the timeframes stated in the Severity Chart (Report #009).
- C.6.14.1.4. The contractor shall ensure consistent issue management techniques are applied to the Odyssey data feed implementation.
 - C.6.14.1.4.1. The contractor shall provide a seamless issue tracking and resolution system across the Odyssey enhanced GRID system at the completion of the implementation.
- C.6.14.1.5. In addition to the other ticket requirements, the contractor shall provide a written status update via e-mail to the Contract Administrator on any GRID system or GSS ticket over 60 days old twice weekly, by noon every Monday and Friday until the ticket is resolved (Report #010).
- C.6.14.1.6. The contractor shall provide support to SCDC and CSOSA within response times and remediation provided in the Response Severity Table (ref: C.6.15).
- C.6.14.1.7. The contractor shall email a response to SCDC that provides the approach to resolving the ticket and shall include:
 - C.6.14.1.7.1. A reference number and description of the issue
 - C.6.14.1.7.2. Results of the initial triage
 - C.6.14.1.7.3. Assigned severity level
 - C.6.14.1.7.4. Recommended resolution and timeline, and
 - C.6.14.1.7.5. Estimated additional cost (if applicable).
 - C.6.14.1.7.6. The contractor shall not close, mark as resolved, or enter a final classification, as outlined in the SCDC Maintenance and Operations Activity Scenarios Chart for any tickets without first receiving approval from the SCDC Contract Administrator .
 - C.6.14.1.7.6.1. In the event that the contractor and the SCDC Contract Administrator disagree on whether a ticket is ready to be closed/or how a ticket is classified or should be resolved, the contractor shall schedule a meeting with the SCDC Contract Administrator and staff members, as applicable to resolve the disagreement.

- C.6.14.1.7.7. As part of the monthly SCDC system meeting with the Contract Administrator (Deliverable #013), the contractor shall review all active tickets. At least 24 hours before this meeting, the contractor shall produce a written report on ticket status (Report #007).
- C.6.14.1.7.7.1. The written report on ticket status shall include statistics reflecting the number of open, closed, and pending issues, the length of time tickets are open before they are acknowledged, addressed, and closed, the average rate of closure, the description of the work-to-date, and a description of why any ticket open over 30 days remains open.
- C.6.14.1.8. The contractor shall not close, mark as resolved, or enter a final classification, as outlined in the SCDC Maintenance and Operations Activity Scenarios Chart for any tickets without first receiving approval from the SCDC Contract Administrator.
- C.6.14.1.8.1. In the event that the contractor and the SCDC Contract Administrator disagree on whether a ticket is ready to be closed/or how a ticket is classified or should be resolved, the contractor shall schedule a meeting with the SCDC Contract Administrator and staff members, as applicable to resolve the disagreement.

C.6.14.2. Ticket resolution

- C.6.14.2.1. The contractor shall conduct a preliminary analysis of all GRID system or GSS issues to determine the scope and severity of any issue or problem that is reported through the helpdesk or ticket system, assign a resolution path and estimated time to resolution, notify to SCDC and CSOSA (when necessary) via email, and make an entry in the ticket tracking log.
- C.6.14.2.2. The contractor shall maintain a consolidated list of errors, open issues, software bugs, defects, and problems in an issue tracking log; the issues log shall be updated and provided to the Contract Administrator twice-monthly (Report #008).
- C.6.14.2.3. The contractor shall provide weekly written updates regarding any tickets not completed within the times specified in C.6.15. These updates should include the status of the ticket, the work completed since the last update, the next steps for resolution, an estimated time of full resolution, and a list of items (if any) that the contractor needs addressed or completed by SCDC staff to resolve the ticket (Report #010).

C.6.4. Response Severity Table

Severity Level	Description	Example	Response Time	Resolution Time
Critical	A Critical issue is usually an issue that prevents the GRID system and/or the GSS operations or leads to a system security vulnerability. Such an issue prevents the agency from interacting with the GRID system or being able to utilize it for its statutory mandate.	For example, “system is unavailable or is down and cannot be accessed by SCDC Users,” or critical inaccuracies making data unreliable, data not being processed/missing from analysis, or Compliance has not successfully run for a few days.	1 hr. in business hours, 6 hours outside of business hours.	Within 24 hours or as negotiated case by case.
Serious	A Serious issue is usually an issue that prevents users from utilizing the GRID system or GSS to its full capacity and in a timely manner. Such issues prevent SCDC users from utilizing the core functionalities of the GRID system.	For example, Statistical Analysis Module is not working; CH interface is not fetching CH Scores; or System times out before completing its task.	2 hrs. in business hours, 12 hours outside of business hours.	Within 48 hours or as negotiated case by case.
Moderate	A moderate issue is usually an issue that provides unexpected outcomes or errors to users while utilizing the GRID system or GSS. Such issues produce undesired or inconsistent outcomes.	For example, in Statistical Analysis Module a filter for Felony actually filters the analysis based on misdemeanor rather than felony, or Judicial Compliance algorithm is missing a step in determining sentence compliance.	8 hours in business hours, 24 hours outside of business hours.	Within 72-96 hours or as negotiated case by case.
Minor	A Minor issue is usually an issue that may or may not impact the functionality of the GRID system or GSS for the users.	For example, In Statistical Analysis Module a label for one of the drop down menu items has a spelling mistake. Such issues are cosmetic and may not impact the final outcomes of GRID System usage.	8 hours in business hours, 24 hours outside of business hours.	Within 96 – 120 hours or as negotiated case by case.

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be from December 21, 2023 to September 30, 2024.

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 four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3** The price for the option period(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 five (5) years.

F.3 Report

The contractor shall provide the following reports:

Report Number	Report	Contract Reference	Triggering Event	Timeline Target for Delivery	Format/Method of Delivery
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001	Six-month activities report	C.6.2.3	Contract execution	June 21, 2024, and December 21, 2024	Electronic and Word Document
002	Risk Register	C.6.2.4 C.6.5.1.2	Contract execution	Monthly updates	Electronic and Word Document
003	List of GRID system and GSS users & access roles/groups	C.6.2.5	Contract execution	March 20, June 20, September 20, December 20, 2024, and as requested	Electronic and Word Document
004	Routine system and preventative Maintenance Activities	C.6.5.3	Contract execution	Monthly	Electronic and Word Document
005	System Audit and Requirements Review	C.6.6.1.1	Contract execution	2 weeks after contract execution; Periodically and as requested by SCDC	Electronic and Word Document
006	Interim Status Report	C.6.6.5	Issue whose resolution exceeds 30 days	Weekly basis by noon on Thursday until resolved	Electronic and Word Document
007	Status Report	C.6.5.5 C.6.5.6 C.6.5.7 C.6.5.8 C.6.9.1.1 C6.14.1.7.7	Contract execution	Monthly	Electronic and Word Document
008	Trouble Ticket Log	C.6.14.1.3 C.6.14.2.2	Creation of a ticket	Bi-weekly	Electronic and Word Document
009	Ticket Triage	C.6.14.1.3.5 C.6.14.2.3	Creation of a ticket	Per Severity Chart and weekly thereafter until resolved	Electronic and Word Document

010	Delayed Ticket Report	C.6.14.1.5	Ticket over 60 days old	Twice weekly by noon every Monday and Friday until the ticket is resolved	Electronic and Word Document
011	Backup Audit	C.6.3.3.	Daily creation of a backup	Twice yearly, and at the request of SCDC	Electronic and Word Document
012	Query Optimization	C.6.5.2.1	Contract execution	Monthly	Electronic and Word Document

F.4 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:

Deliverable Number	Deliverable	Contract Reference	Format/Method of Delivery	Due Date
001	Key Personnel	C.5.2.2.2.	Electronic and PDF	Prior to the start of the contract
002	SCDC Guidelines Training	C.5.2.3	Virtual Meeting	3 months after contract execution
003	O&M Management Plan	C.5.3	Electronic and Word Document	3 weeks after contract execution and bi-weekly thereafter unless SCDC requests otherwise
004	Microsoft Project Schedule	C.5.3.4 C.6.5.3.1	Included in O&M Management Plan	3 weeks after contract execution and bi-weekly thereafter unless SCDC requests otherwise
005	Requirements Compliance Matrix (RCM)	C.6.1.5 C.6.13.3	Electronic and Excel Document	With the delivery of the proposal;

006	System Requirements Traceability Matrix (RTM)	C.6.1.6 C.6.13	Electronic and Excel Document	completion of the initial O&M Management Plan; updates to SOW; completion of each annual O&M contract period; and as requested by SCDC
007	Reports	C.6.2.1		
		F.3		
008	After-hours reporting process	C.6.2.3	Electronic and Word Document	3 weeks after contract execution
009	Monthly Management Meeting	C.6.9.1.4	Virtual meeting	3 weeks after contract execution and monthly thereafter
010	Annotated Source Code	C.6.12	Electronic	June 21, 2024 and December 18, 2024
011	Mechanism to compare old and new code	C.6.12.3	Electronic and Word Document	3 weeks after contract execution
012	Ticket Meeting	C.6.14.1.3.2	Virtual Meeting	3 weeks after contract execution and biweekly thereafter
013	Monthly Review	C.6.14.1.3.5	Virtual meeting	3 weeks after contract execution and monthly thereafter

F.4.1 The contractor shall extract from this SOW, or associated ECPs, milestone events representing closure of requirements or completion of task assignments identified and include them in the project master schedule.

F.4.1.1 In addition, the contractor shall self-identify completion milestones for new tasks assigned under this SOW, principally as a result of implementing work using the DevOps ticketing system and incorporate these milestones and associated work packages into the project schedule.

F.4.2 The Contractor shall submit to the District, as a deliverable, the report described in section h.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

D.C. Sentencing Commission
Office of the Controller/Agency CFO
441 4th Street, NW; Suite 430
Washington, DC 20001
(202) 727-7929

G.1.3 The District follows a specific policy for services related to software/hardware (SW/HW) maintenance/licenses and support services. These services shall be provided and billed within the District's fiscal year (October 1 to September 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 SW/HW, maintenance/licenses and support services, you agree that a proper invoice constitutes a service period that covers ONLY October 1 through September 30.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

D.C. Sentencing Commission
Office of the Controller/Agency CFO 441 4th
Street, NW; Suite 430
Washington, DC 20001
(202) 727-7929

G.2.2 The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile.

G.2.3 To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

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.1.4 PAYMENT CLAUSES

G.1.4.1 Operations and Maintenance (O&M)

G.1.4.1.1 The contractor shall invoice the government monthly in equal installments for the value and duration of the Base Year O&M contract through September 30, 2024.

G.1.4.1.2 In the event that a portion of the O&M work is not timely completed, is defective, or is determined to be non-compliant, the government reserves the right to withhold a portion of the monthly invoiced amount in accordance with the following allocation and the corresponding percentage, for each month until such time as the remedy is deemed completed by the Contract Administrator or their approved SCDC representative.

C.5.3.5.7.1.1.1. General maintenance, baseline, Reports – 15%

C.5.3.5.7.1.1.2. Tickets – 20%

C.5.3.5.7.1.1.3. GSS Maintenance, OCTO, System Security– 10%

C.5.3.5.7.1.1.4. Historic Data preservation, System Management– 10%

C.5.3.5.7.1.1.5. Availability of system and System Reliability– 20%

C.5.3.5.7.1.1.6. Annotated Source Code – 10%

C.5.3.5.7.1.1.7. Support to SCDC Staff – 15%

C.5.3.5.7.1.2. The government will notify the contractor of the deficiency. The Contractor shall adjust their invoice for the month accordingly and supply the Contract Administrator with a plan to remedy the deficiency prior to the next billing cycle.

G.1.4.2 REVIEW RESPONSE PROCESS

G.1.4.2.1 Documentation Review Response Process

G.1.4.2.1.1 All review of deliverable documentation or other completed O&M tasks submitted by the contractor will be completed within ten business days, unless otherwise agreed to by both parties.

G.1.4.2.1.2 Within the ten business days, all reviewed documents will be classified as: G.4.2.2.1.2.1 Accepted.

G.1.4.2.1.2.2 Provisionally Accepted - with comments and/or recommended minor revisions requested.

G.1.4.2.1.2.3 Provisionally Rejected - contains non-substantial material errors or inconsistencies and is returned to the contractor with comments, requested revisions, and/or corrections identified for remedy and re-submission.

G.1.4.2.1.2.4 Rejected – contains major, material deficiencies requiring substantial rework and subsequent re-submission.

G.1.4.2.1.3 The contractor shall have ten business days to respond with corrections for provisionally accepted or provisionally rejected documents.

G.1.4.2.1.4 Contractor response time to remedy rejected documents shall normally also fall into the five-day response time, but may be negotiated on a case by case basis as required by such things as complexity issues or staff availability.

G.1.4.2.1.5 Any documentation that is not accepted outright shall not be considered applicable to milestone completion until remedied by the contractor, re-reviewed, and accepted by the SCDC.

G.1.4.3 Review and Milestone response process

- G.1.4.3.1 The Contractor shall submit material necessary to review for milestone completion five business days prior to the milestone review unless otherwise noted.
- G.1.4.3.2 All material supporting a milestone review shall be approved and accepted by the SCDC for the milestone to be achieved.
- G.1.4.3.3 All deficiencies and errors identified at a milestone review shall be corrected and resubmitted by the contractor within fifteen business days after the completion of the review
- G.1.4.3.4 The SCDC will review and respond to corrected material supporting a milestone review within five business days as follows:
 - G.1.4.3.4.1 Accepted.
 - G.1.4.3.4.2 Rejected – contains major, material deficiencies requiring substantial rework and subsequent re-submission .

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:

Samira Davis, MBA, CPCM, CFCM
Supervisory Contract Specialist
Office of Contracting and Procurement
Office of the Chief Technology Officer
The District of Columbia Government
Tel: 202 215 6690
Email: samira.davis1@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 ADMINISTRATOR (CA)

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

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:

Linden Fry
Executive Director
Sentencing Commission 441 4th
Street NW, Suite 430S Washington
DC 20001
Phone: 202-727-8821
Email: linden.fry@dc.gov

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 Revision No.14 dated June 30, 2023, 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 and performs 100% of the work shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2. However, the Prime contractor that is certified by DSLBD still has to submit a subcontracting plan to confirm 100% of the contracting effort will be performed with its own organization and resources and will not subcontract any portion of the contract.

- 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.
- H.9.1 Subcontracting Requirements**
- H.9.1.1** The Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver of the mandatory subcontracting requirements for this contract.
- H.9.1.2** 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.9.1.3** A prime contractor that 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, 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. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.4** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

- H.9.1.5** 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.

H.9.2 Subcontracting Plan

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

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

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

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

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("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 DISTRICT RESPONSIBILITIES

N/A

H.12 CONTRACTOR RESPONSIBILITIES

N/A

H.13 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 with its bid.

H.14 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

H.15 SPECIAL CONTRACT CLAUSES

H.14.1 Diversion, Reassignment, and Replacement of Key Personnel

H.14.2 Audits and Records H.14.3 Advisory and Assistance Services

H.14.4 HIPAA Privacy Compliance Policy

H.14.5 Environmentally Preferable Janitorial Products (N/A)

H.14.6 Environmentally Preferable Solvent Products (N/A)

H.14.7 Environmentally Preferable Paint Products (N/A)

H.14.8 Criminal Background and Traffic Records Checks

H.14.9 Purchases of IT Hardware and Equipment

H.14.9.1 There is no provision in this contract to allow the contractor to procure IT hardware, software, or equipment.

H.14.10 Ethical Obligations and Legal Conflicts of Interest

H.14.11 Software Engineering Institute Minimum Assessment - CMMI Level II (Level III Preferred)²

H.14.11.1 The contractor shall indicate which CMMI elements are applicable for this effort, and describe compliance within those categories.

H.14.11.2 The contractor shall assure assessment and operating compliance with the Level II CMMI Process Areas listed below:

1. PP – Project Planning

²Background information SEI CMMI reference, from: The Software Life Cycle, by Marc Hamilton and Harris Kern, Nov 9, 2001 Level 2: Repeatable

At this level, there is a focus on project management to bring repeatability to the software development processes. The key process areas expected to be mastered by organizations at this level are listed below.

1. **Requirements management.** Software requirements are developed prior to application design or coding. At each step in the software design process, requirements are mapped to software functions to ensure that all requirements are being met. Software testing includes requirements traceability matrices.
2. **Software project planning.** Software projects are scheduled and budgeted accurately. Software engineers of the right skill mix and experience are assigned to each project.
3. **Software project control.** Software projects are tracked against their plan. Proper management oversight is used to identify project risks, instead of waiting until delivery dates are missed.
4. **Software acquisition management.** Any third-party software acquired for use on the project is properly evaluated for training, performance, usability, or other limitations it may impose on the project.
5. **Software quality assurance.** Each developer is held accountable for software quality. Quality metrics have been established and quality is tracked against these metrics.
6. **Configuration management.** All developers use a software revision control system for all project code. Software baselines are properly established and tracked.

Having these processes and their management in place will typically result in organizations that can deliver small to mid-sized projects in a repeatable fashion. Organizations at this level that don't move toward level 3 often fail when they undertake larger projects, or fail to meet cost, quality, and schedule constraints that become imposed on them. Level 2 software groups are fairly common to find among the IT organizations of large corporations, where software development management has been made a priority. However, moving to the next level requires a concentrated effort in software process development, and might take anywhere from 12–24 months for a typical level 3 organization.

Level 3: Defined

Organizations at level 3 have moved on from simple project management of software development to focus on the underlying engineering processes. The key process areas to be mastered by organizations at this level are listed below.

1. Organization process focus. A process focus is ingrained into the culture of the development organization.
2. Organization process definition. The organization translates its process focus into the clear definition of processes for all aspects of the software development process, from initial requirements definition to production acceptance.
3. Organization training program. The organization not only trains all software engineers on the software technologies being used, but also on all processes.
4. Integrated software management. Organizations have implemented the categorization, indexing, search, and retrieval of software components to foster reuse of software as much as possible.
5. Software product engineering. Individual software products are not simply developed in isolation, but are part of an overall software product engineering process that defines business-wide applications architecture.
6. Project interface coordination. Individual software projects are not defined in isolation.
7. Peer reviews. Peer reviews of software are accomplished at various places during the software lifecycle—after design is complete, during coding, and prior to start of unit testing.

Achieving level 3 of the capability maturity model is the goal of most large software development organizations. Levels 4 and 5 go on to define additional criteria that very few organizations are able to meet.

8. REQM – Requirements Management
9. PMC – Project Monitoring and Control
10. MA – Measurement and Analysis
11. PPQA – Process and Product Quality Assurance
12. CM – Configuration Management

H.14.11.3 The contractor shall assure and demonstrate, if applicable, their best effort operating compliance

with the Level III CMMI Process Areas listed below:

1. RD – Requirements Development
2. TS – Technical Solution
3. PI – Product Integration
4. VER – Verification
5. VAL – Validation
6. OPF – Organizational Process Focus
7. OPD – Organizational Process Definition
8. OT – Organizational Training
9. IPM- Integrated Project Management
10. RSKM – Risk Management
11. DAR – Decision Analysis and

Resolution H.14.11.4 Provision of office space
and equipment

12. The SCDC will provide VPN access to the development and production servers for authorized contractor staff.
13. The SCDC will provide desktop or laptop computers for contractor staff.

H.14.11.5 Rights to GRID Software and Ownership

- The SCDC GRID system application architecture, design, source code, work products, data, and data query materials belong to the SCDC, and the contractor shall have no rights to that material.

H.14.11.6 Computing Environment:

1. SCDC's databases, web, development, and production virtual servers will be housed and maintained by OCTO. The contractor shall confirm their plans to design, develop, test, and deploy all components of the system using only the computing environment provided by SCDC.
2. The computing environment includes a Production SQL Database server, a Production Application/ Web Service Server, and a Development/Test Server – hosted by OCTO as virtual machines.
3. The contractor shall evaluate and recommend a configuration of the SCDC Computing Environment that is appropriately sized for introduction, storage, and manipulation of the Odyssey system.
4. The recommendation for any configuration change shall be presented to SCDC within three weeks of contract award.
5. The Development/Test Environment includes a Team Foundation Server (DevOps) implementation to capture and control specifications, requirements, requirements traceability, test procedures and results, trouble ticket management, and reporting

6. The GRID Trouble Ticket Reporting and tracking is included in DevOps.
7. The contractor shall acknowledge their responsibility to manage coordination between and work with SCDC, CJCC, MPD, CSOSA, and OCTO to ensure that the necessary hardware and communication protocols are in place to build, operate, and maintain the system. SCDC must be given sufficient notice if the contractor determines further resources are needed by CJCC, SCDC or OCTO.
8. SCDC may have access to a baseline arrest data feed database structure provided by another government agency already receiving arrest data feed data. In this event, the contractor shall acknowledge their responsibility under this SOW to evaluate the database structure to determine if it can be utilized by SCDC and, if so, whether it is efficient to do so.
9. Any development of additional database structure changes of this nature are not considered within the scope of this SOW, so before building begins, the contractor and SCDC staff shall come to an agreement on whether this database structure will be utilized and, if so, in what manner.
10. Contract Completion – Disposition of Data and Equipment
11. At the completion or termination of the contract, the vendor shall return all government furnished equipment (GFE) and return and/or certify deletion from, other than returned GFE, of all copies of any system data, software code, databases, data queries, rules engines, access codes, passwords, work and process flows, SCDC work products, processes, and other SCDC documentation on personal or corporate computers, smart phones, tablets, personal computers, etc.
12. The contractor shall assure SCDC that no project information, data, or GFE is retained in any form by the contractor or any organization and person affiliated with the contractor in the past or currently.

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 Contractor and subcontractors.

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

The vendor 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.

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

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

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

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$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.
6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate,

following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

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 immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

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. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

Atiqullah Babajee, Contract Specialist

Office of Contracting and Procurement

200 I Street SE

Phone: (202) 409-0199

Email: Atiqullah.babajee@dc.gov

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

I.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 following clause applies to the contract:

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) MindCubed proposal dated December 08, 2023.

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

under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

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

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

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

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

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

- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

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

I.12 CHANGES

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

15. Changes:

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

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

I.13 NON-DISCRIMINATION CLAUSE

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

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (b) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a

result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

Delete 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 the solicitation 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 Revision No.27 dated June 30, 2023
J.3	Way to Work Amendment Act of 2006 – Latest 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 - Latest Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.5	Code Commenting Guidelines – Appendix A
J.6	O&M Requirements Compliance Matrix - Appendix B
J.7	Sentencing Commission Maintenance and Operations Activity Scenarios Definition - Appendix C
J.7	RCM – Appendix D
J.8	District of Columbia Voluntary Sentencing Guidelines, September 2023
J.6	SCDC Annual Report, April 2023

APPENDIX A

Code Commenting Guidelines

SCDC requests that when developing database or GRID modules, object, functions, procedures, etc. that the commented code meeting the following standard:

1. *Code comments should be written as a sentence or two, with a general guideline that "a non-tech user should be able to read the comment and understand, at a high level, what the code is designed to accomplish."*
2. *For every object that is added/modified in the database added, please comment in the format below:*
 - a. */*******
 - b. *Author: Sample User*
 - c. *Date: 01/01/23*
 - d.
 - e. ******Function/Procedure Name/Table Creation or Modification ("What the module/update is trying to accomplish")*
 - f. *--When Creating a table, please note what information the table holds, if modifying or adding a new column, please indicate the purpose of the new column*
 - g. *--When creating a Function or Procedure note what the function or procedure is trying to accomplish. When updating a function or procedure note the reason for the update,*
 - h. *And comment any additional functionality added.*
 - i. ******Example Description of Function/Query/Stored Procedure*
 - j. ******This query selects all of the products with a status of 'available'*
 - k. *It then loops over each product and updates the price*
 - l. *This code is run every HOUR */*

For modules created/updated in the front end please use the format below:

--Start Code Block

--Date and Author ex. 01/01/2023 Sample Author

--Description of the New Module or Update that is occurring

-- 1. Update XML Module to send elements to add columns with missing Data

-- 2. When there is a null or blank XML column send an error message to users detailing the error and why data is missing

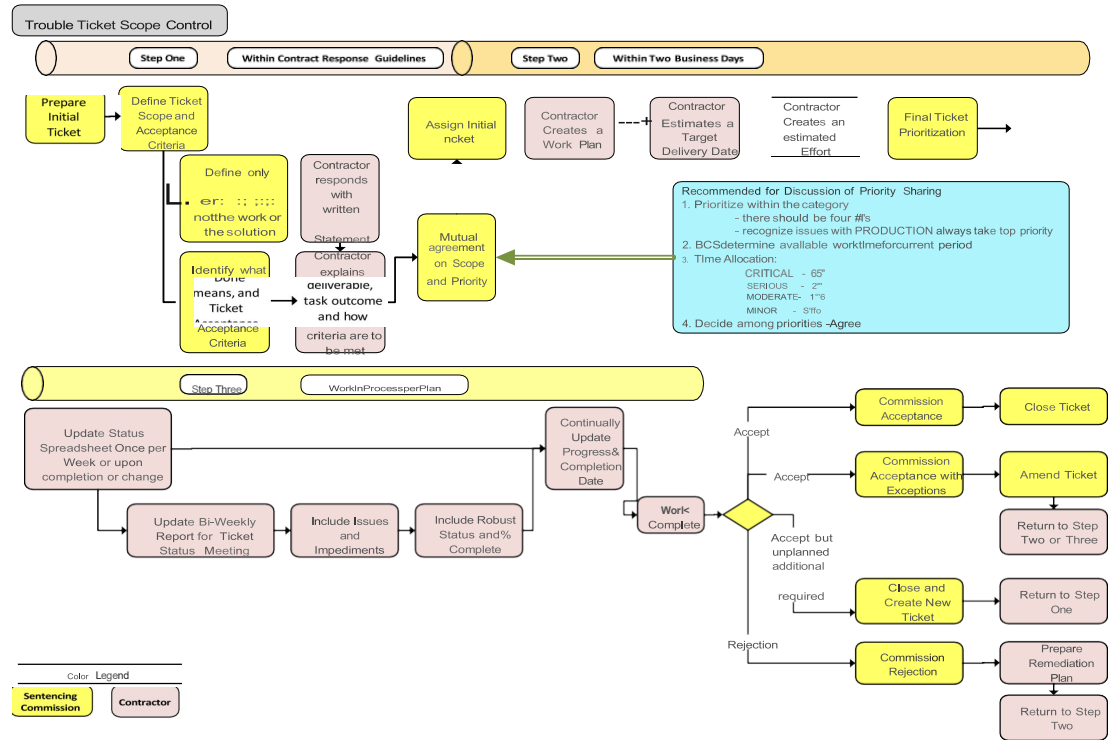
--When adding a new module, clear title and purpose of module. When updating a module, not the reason for the update and any other additional functionality

--End Block

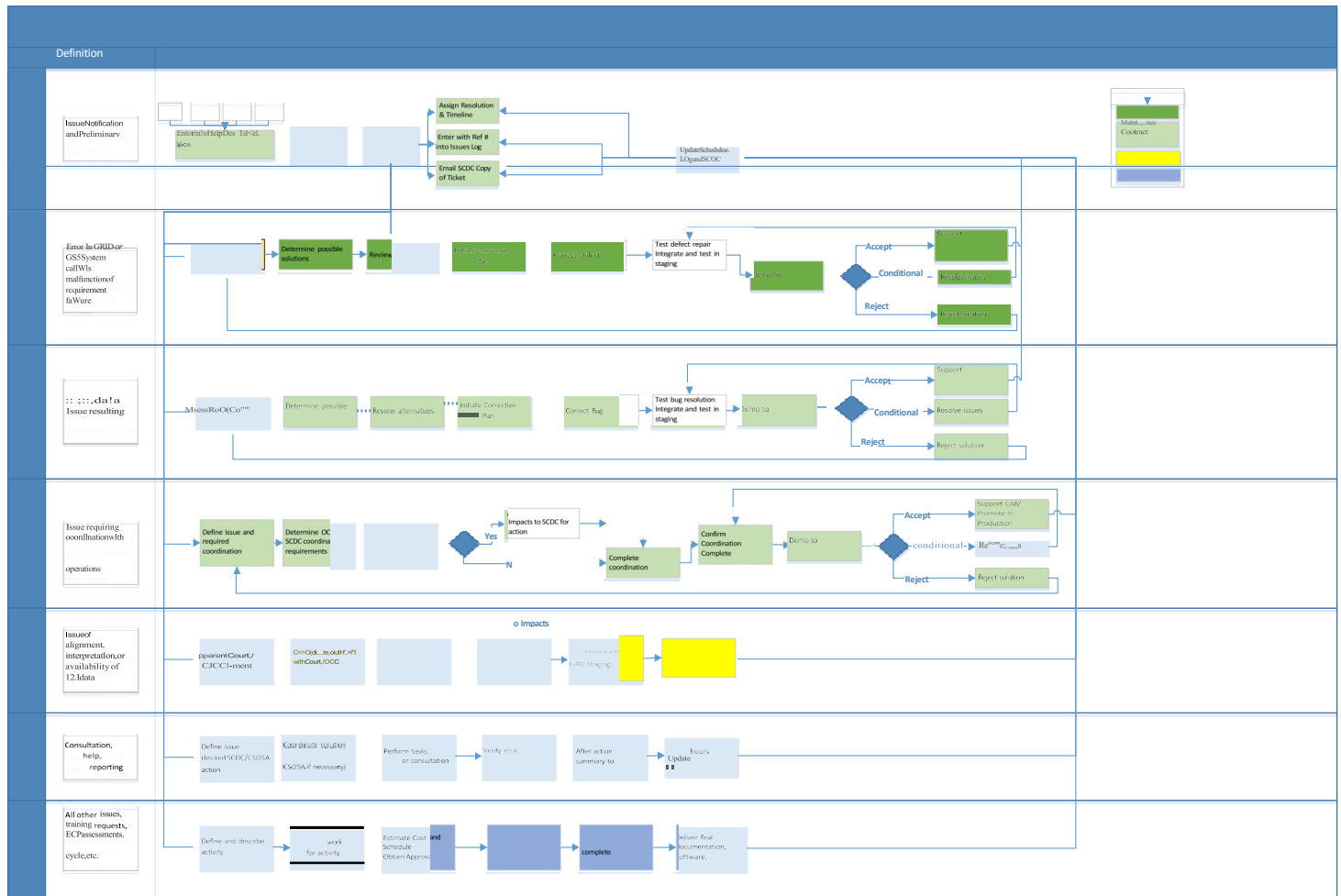
For any auto generated code in the database once the code is generated, the developer will comment any object that is created in the database comment format above.

The Contractor shall provide Commented Source Code (Deliverable 003) every three (3) weeks, with the final Commented Source Code including a comparison between the original source code and the updates to the Source Code due to the updates made based upon the schema and other changes to adapt the GRID system.

APPENDIX B



APPENDIX C



APPENDIX D

Requirement Reference #	Compliant	Compliant with Conditions/ Exceptions	Non-Compliant	Explain all “Compliant with Conditions/Exceptions ” or “Non-Compliant” responses
C.5.2.x.y	√			
C.5.2.x.z		√		Only testable during transaction processing
C.5.2.y.z			√	Technically infeasible and not testable