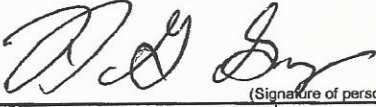
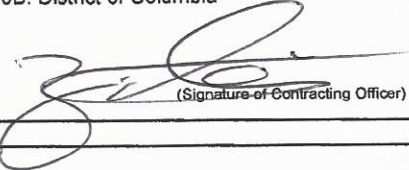


AWARD/CONTRACT				1. Reserved for later use		Page of Pages 1 33	
2. Contract Number CW46176			3. Effective Date See Block 20C		4. Requisition/Purchase Request/Project No. RQ927060		
5. Issued By: Office of the Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001				6. Administered by (If other than line 5) Office of the Chief Technology Officer 200 I street SE Washington, DC, 20003			
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) Carahsoft Technology Corporation 1860 Michael Faraday Drive , Suite 100 Reston, VA 20190				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other			
Duns No. TIN 				9. Discount for prompt payment:			
				10. Submit invoices to the Address shown in Section 12 (2 copies unless otherwise specified)			
11. Ship to/Mark For Ortiz Troy Evans 200 I Street SE Washington, DC, 20003 Phone: 202.727.4067 Email: Evans.Troy@dc.gov			Code		12. Payment will be made by Office of the Chief Technology Officer/ Accounts Payable 200 I Street, SE, Room 5410-D Washington, DC 20003		
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
	SEE Section B.2						
Total Amount of Contract Shall Not Exceed							\$69,603.18
16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Award/Contract Form	1	X	I	Contract Clauses	24-32
X	B	Price Schedule	2-6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Services-Specifications/Work Statement	7-9	X	J	List of Attachments	33
X	D	Packing and Marking	10	Representations, Certifications and Other Statements of Offerors Instructions, conditions & notices to Offerors Evaluation factors for award			
X	E	Inspection and Acceptance	10				
X	F	Period of Performance and Deliverables	11				
X	G	Contract Administration data	12-15				
X	H	Special Contract Requirements	16-23				
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) <i>Rich Savage - Senior Team Manager</i>				20A. Name of Contracting Officer Chris Yi			
19B. 		19C. Date Signed 8/23/16		20B. District of Columbia 		20C. Date Signed 8-24-16	
		(Signature of person authorized to sign)				(Signature of Contracting Officer)	

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

B.1 The Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO), Enterprise Cloud and Infrastructure Services and Web Maintenance program, seeks to procure a cloud-based Drupal platform in the Acquia Cloud. The cloud-based Acquia Drupal platform will ensure the District's critical web sites and web applications are hosted on a proven platform, which is highly available across multiple availability zones throughout the continental United States, secure and capable of scaling on demand to meet increased performance needs.

B.1.2 No Substitutes Allowed.

B.1.3 An authorized reseller and present evidence of such in its response. No "Gray Market" equipment will be accepted. Contractor must be authorized by the manufacturer to resell all the items required by the solicitation and submit evidence of manufacturer certification/ authorization. All equipment provided must be new, original manufacturer parts only, no substitutions allowed and must carry a full manufacturer's warranty and be delivered in a sealed manufacturer's package.

B.2 The District contemplates a single award of a fixed firm price contract.

B.3 PRICE SCHEDULE

B.3.1 Base Year (Date of Award through 9/30/16)

CLIN	Product No.	Description	Qty	Unit Price	Ext. Price
0001	SB.H.ACE .001	ACE Elite- Unlimited Drupal Tickets, 30 min, 24x7 Critical Respons SLA, 50m search queries, 5 TB of Bandwidth, 16 advisory hours	1	\$14,225.38	\$14,225.38
0002	SB.H.ACE .00083	Acquia Cloud Enterprise Elite Additional Codebases (2-4)	1	\$2,293.3	\$2,293.3
0003	SB.H.ACE .00074	Acquia Cloud Edge CDN	1	\$3,267.12	\$3,267.12
0004	S.HS.EDG E.5	Acquia Cloud Edge Protect - 5 Domains Acquia Cloud Edge Protect provides Distributed Denialof-Service (DDoS) Protection Web Application Firewall (WAF) and Fast DNS services for the specified number of production domains hosted by Acquia.	1	\$3,267.12	\$3,267.12
0005	SB.H.HH. 00222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Load Balancer*	2	\$236.28	\$472.56
0006	SB.H.HH. 00222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Web*	6	\$236.28	\$1417.68
0007	SB.H.HH. 00222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Dev/Staging*	1	\$236.28	\$236.28
0008	SB.H.HH. 00223	Acquia Cloud Instance Dedicated Hypervisor XL CPU+ *database*	2	\$469.78	\$939.56
0009	SB.H.HH. 00223	Acquia Cloud Instance Dedicated Hypervisor XL CPU+ *database*	2	\$236.28	\$472.56
0010	SB.H.HH. 00220	Acquia Cloud Instance Dedicated Hypervisor Extra Large1 *file System1*	2	\$625.44	\$1250.88

CLIN	Product No.	Description	Qty	Unit Price	Ext. Price
0011	SB.H.HA.DBS.200	Acquia Cloud 1Enterprise High Availability Database Storage and Disaster Recovery ANNUAL - 200 GB	1	\$333.57	\$333.57
0012	SB.H.HA.FSS.200	Acquia Cloud Enterprise High Availability File System Storage and Disaster Recovery ANNUAL - 200 GB	1	\$333.57	\$333.57
0013	S.HS.EDG E.CDN	Acquia Cloud Edge Quick Start The Acquia Cloud Edge Quick Start service provides expert guidance during the initial configuration of Acquia Cloud Edge Protect and/or Acquia Cloud Edge CDN for Customer's Domain(s)	1	\$4,785.89	\$4,785.89
0014	PS.P.SA	Site Audit (5 Days)	2	\$14,331.99	\$28,663.98
0015	PS.OB.M MED	Acquia Ready Platform Migration Medium (Acquia Cloud Enterprise)	1	\$7,643.73	\$7,643.73
Total					\$69,603.18

B.3.2 Option Period One (1)

CLIN	Product No.	Description	Qty	Unit Price	Ext. Price
1001	SB.H.ACE.0 01	Acquia Cloud Enterprise Elite Bronze Monthly TAM hours not to exceed 10 no on site visits.	1	\$97,967.25	\$97,967.25
1002	SB.H.ACE.0 0083	Acquia Cloud Enterprise Elite Additional Codebases (2-4)	1	\$15,793.45	\$15,793.45
1003	SB.H.ACE.0 0074	Acquia Cloud Edge CDN	1	\$22,500.00	\$22,500.00
1004	S.HS.EDGE. 5	Acquia Cloud Edge Protect - 5 Domains Acquia Cloud Edge Protect provides Distributed Denial of Service (DDoS) Protection Web Application Firewall (WAF) and Fast DNS services for the specified number of production domains hosted by Acquia.	1	\$22,500.00	\$22,500.00
1005	SB.H.HH.00 222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Load Balancer*	2	\$1,627.20	\$3,254.40
1006	SB.H.HH.00 222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Web*	6	\$1,627.20	\$9,763.20
1007	SB.H.HH.00 222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Dev/Staging*	1	\$1,627.20	\$1,627.20
1008	SB.H.HH.00 223	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Dedicated Memcache*	2	\$1,627.20	\$3,254.40
1009	SB.H.HH.00 223	Acquia Cloud Instance Dedicated Hypervisor XL CPU+ *database*	2	\$3,235.26	\$6,470.52
1010	SB.H.HH.00 220	Acquia Cloud Instance Dedicated Hypervisor Extra Large *file System*	2	\$4,307.30	\$8,614.60
1011	SB.H.HA.D BS.200	Acquia Cloud Enterprise High Availability Database Storage and Disaster Recovery ANNUAL - 200 GB	1	\$2,297.23	\$2,297.23
1012	SB.H.HA.FS S.200	Acquia Cloud Enterprise High Availability File System Storage and Disaster Recovery ANNUAL - 200 GB	1	\$2,297.23	\$2,297.23
Total					\$196,339.48

B.3.3 Option Period Two (2)

CLIN	Product No.	Description	Qty	Unit Price	Ext. Price
2001	SB.H.ACE.0 01	Acquia Cloud Enterprise Elite Bronze Monthly TAM hours not to exceed 10 no on site visits.	1	\$97,967.25	\$97,967.25

CLIN	Product No.	Description	Qty	Unit Price	Ext. Price
2002	SB.H.ACE.00083	Acquia Cloud Enterprise Elite Additional Codebases (2-4)	1	\$15,793.45	\$15,793.45
2003	SB.H.ACE.00074	Acquia Cloud Edge CDN	1	\$22,500.00	\$22,500.00
2004	S.HS.EDGE.5	Acquia Cloud Edge Protect - 5 Domains Acquia Cloud Edge Protect provides Distributed Denialof- Service (DDoS) Protection Web Application Firewall (WAF) and Fast DNS services for the specified number of production domains hosted by Acquia.	1	\$22,500.00	\$22,500.00
2005	SB.H.HH.00222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Load Balancer*	2	\$1,627.20	\$3,254.40
2006	SB.H.HH.00222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Web*	6	\$1,627.20	\$9,763.20
2007	SB.H.HH.00222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Dev/Staging*	1	\$1,627.20	\$1,627.20
2008	SB.H.HH.00223	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Dadicated Memcache*	2	\$1,627.20	\$3,254.40
2009	SB.H.HH.00223	Acquia Cloud Instance Dedicated Hypervisor XL CPU+ *database*	2	\$3,235.26	\$6,470.52
2010	SB.H.HH.00220	Acquia Cloud Instance Dedicated Hypervisor Extra Large *file System*	2	\$4,307.30	\$8,614.60
2011	SB.H.HA.DBS.200	Acquia Cloud Enterprise High Availability Database Storage and Disaster Recovery ANNUAL - 200 GB	1	\$2,297.23	\$2,297.23
2012	SB.H.HA.FS.S.200	Acquia Cloud Enterprise High Availability File System Storage and Disaster Recovery ANNUAL - 200 GB	1	\$2,297.23	\$2,297.23
Total					\$196,339.48

B.3.4 Option Period Three (3)

CLIN	Product No.	Description	Qty	Unit Price	Ext. Price
3001	SB.H.ACE.001	Acquia Cloud Enterprise Elite Bronze Monthly TAM hours not to exceed 10 no on site visits.	1	\$97,967.25	\$97,967.25
3002	SB.H.ACE.00083	Acquia Cloud Enterprise Elite Additional Codebases (2-4)	1	\$15,793.45	\$15,793.45
3003	SB.H.ACE.00074	Acquia Cloud Edge CDN	1	\$22,500.00	\$22,500.00
3004	S.HS.EDGE.5	Acquia Cloud Edge Protect - 5 Domains Acquia Cloud Edge Protect provides Distributed Denialof- Service (DDoS) Protection Web Application Firewall (WAF) and Fast DNS services for the specified number of production domains hosted by Acquia.	1	\$22,500.00	\$22,500.00
3005	SB.H.HH.00222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Load Balancer*	2	\$1,627.20	\$3,254.40
3006	SB.H.HH.00222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Web*	6	\$1,627.20	\$9,763.20
3007	SB.H.HH.00222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Dev/Staging*	1	\$1,627.20	\$1,627.20
3008	SB.H.HH.00223	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Dadicated Memcache*	2	\$1,627.20	\$3,254.40
3009	SB.H.HH.00223	Acquia Cloud Instance Dedicated Hypervisor XL CPU+ *database*	2	\$3,235.26	\$6,470.52
3010	SB.H.HH.00220	Acquia Cloud Instance Dedicated Hypervisor Extra Large *file System*	2	\$4,307.30	\$8,614.60

CLIN	Product No.	Description	Qty	Unit Price	Ext. Price
	220	Extra Large *file System*			
3011	SB.H.HA.D BS.200	Acquia Cloud Enterprise High Availability Database Storage and Disaster Recovery ANNUAL - 200 GB	1	\$2,297.23	\$2,297.23
3012	SB.H.HA.FS S.200	Acquia Cloud Enterprise High Availability File System Storage and Disaster Recovery ANNUAL - 200 GB	1	\$2,297.23	\$2,297.23
Total					\$196,339.48

B.3.5 Option Period Four (4)

CLIN	Product No.	Description	Qty	Unit Price	Ext. Price
4001	SB.H.ACE.0 01	Acquia Cloud Enterprise Elite Bronze Monthly TAM hours not to exceed 10 no on site visits.	1	\$97,967.25	\$97,967.25
4002	SB.H.ACE.0 0083	Acquia Cloud Enterprise Elite Additional Codebases (2-4)	1	\$15,793.45	\$15,793.45
4003	SB.H.ACE.0 0074	Acquia Cloud Edge CDN	1	\$22,500.00	\$22,500.00
4004	S.HS.EDGE. 5	Acquia Cloud Edge Protect - 5 Domains Acquia Cloud Edge Protect provides Distributed Denialof- Service (DDoS) Protection Web Application Firewall (WAF) and Fast DNS services for the specified number of production domains hosted by Acquia.	1	\$22,500.00	\$22,500.00
4005	SB.H.HH.00 222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Load Balancer*	2	\$1,627.20	\$3,254.40
4006	SB.H.HH.00 222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Web*	6	\$1,627.20	\$9,763.20
4007	SB.H.HH.00 222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Dev/Staging*	1	\$1,627.20	\$1,627.20
4008	SB.H.HH.00 223	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Dadicated Memcache*	2	\$1,627.20	\$3,254.40
4009	SB.H.HH.00 223	Acquia Cloud Instance Dedicated Hypervisor XL CPU+ *database*	2	\$3,235.26	\$6,470.52
4010	SB.H.HH.00 220	Acquia Cloud Instance Dedicated Hypervisor Extra Large *file System*	2	\$4,307.30	\$8,614.60
4011	SB.H.HA.D BS.200	Acquia Cloud Enterprise High Availability Database Storage and Disaster Recovery ANNUAL - 200 GB	1	\$2,297.23	\$2,297.23
4012	SB.H.HA.FS S.200	Acquia Cloud Enterprise High Availability File System Storage and Disaster Recovery ANNUAL - 200 GB	1	\$2,297.23	\$2,297.23
Total					\$196,339.48

B.3.6 Grand Total

Base Year Total	\$69,603.18
Option Period One (1) Total	\$196,339.48
Option Period Two (2) Total	\$196,339.48
Option Period Three (3) Total	\$196,339.48
Option Period Four (4) Total	\$196,339.48
Grand Total	\$854,961.10

B.4 A bidder responding to this solicitation which is required to subcontract shall be required to

submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on "Required Solicitation Documents".

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO), Enterprise Cloud and Infrastructure Services and Web Maintenance program, seeks to procure a cloud-based Drupal platform in the Acquia Cloud. The cloud-based Acquia Drupal platform will ensure the District's critical web sites and web applications are hosted on a proven platform, which is highly available across multiple availability zones throughout the continental United States, secure and capable of scaling on demand to meet increased performance needs.

C.2 DOCUMENTS

Not Applicable

C.3 DEFINITIONS

- C3.1 Acquia- Provider of Drupal cloud-based services
- C3.2 Highly Available- Guaranteed at least 99.999% service availability
- C3.3 Scale on demand-Systems automatically provisioned and de-provisioned to meet increased or decreased performance needs.

C.4 BACKGROUND

The Office of the Chief Technology Officer, (OCTO) ECIS Program, seeks an authorized reseller to establish a new contract to procure a cloud-based Drupal platform in the Acquia Cloud. The cloud-based Acquia Drupal platform will ensure the District's critical web sites and web applications are hosted on a proven platform, which is highly available across multiple availability zones throughout the continental United States, secure and capable of scaling on demand to meet increased performance needs.

C.5 REQUIREMENTS

- C.5.1 The Contractor shall warrant and represent that the services are 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.
- C.5.2 The Contractor shall provide highly available websites (99.999% service availability) across multiple availability zones throughout the continental United States.
- C.5.3 The Contractor shall provide a secure and highly scalable (on-demand) web platform architecture.

- C.5.4 The Contractor shall provide monthly Portal Usage Reports.
- C.5.5 The Contractor shall provide Monthly Monitoring and Security Reports.
- C.5.6 The Contractor shall provide Monthly Web Performance Reports.
- C.5.7 The Contractor shall conduct an on-site audit within 15 days of date of Award.
- C.5.8 The Contractor shall assist OCTO's Enterprise Cloud and Infrastructure Services and Web Maintenance team with piloting dc.gov websites with OCTO's approved changes.
- C.5.9 The Contractor shall provide a detailed migration plan.
- C.5.10 The Contractor shall provide the following:

Line No.	Product No.	Description	Qty
0001	SB.H.ACE.001	ACE Elite- Unlimited Drupal Tickets, 30 min, 24x7 Critical Respons SLA, 50m search queries, 5 TB of Bandwidth, 16 advisory hours	1
0002	SB.H.ACE.00083	Acquia Cloud Enterprise Elite Additional Codebases (2-4)	1
0003	SB.H.ACE.00074	Acquia Cloud Edge CDN	1
0004	S.HS.EDGE.5	Acquia Cloud Edge Protect - 5 Domains Acquia Cloud Edge Protect provides Distributed Denialof-Service (DDoS) Protection Web Application Firewall (WAF) and Fast DNS services for the specified number of production domains hosted by Acquia.	1
0005	SB.H.HH.00222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Load Balancer*	2
0006	SB.H.HH.00222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Web*	6
0007	SB.H.HH.00222	Acquia Cloud Instance Dedicated Hypervisor Large CPU+ *Dev/Staging*	1
0008	SB.H.HH.00223	Acquia Cloud Instance Dedicated Hypervisor XL CPU+ *database*	2
0009	SB.H.HH.00223	Acquia Cloud Instance Dedicated Hypervisor XL CPU+ *database*	2
0010	SB.H.HH.00220	Acquia Cloud Instance Dedicated Hypervisor Extra Large1 *file System1*	2
0011	SB.H.HA.DBS.200	Acquia Cloud 1Enterprise High Availability Database Stora2ge and Disaster Recovery ANNUAL - 200 G1B	1
0012	SB.H.HA.FSS.200	Acquia Cloud Enterprise High Availability File System Storage and Disaster Recovery ANNUAL - 200 GB	1
0013	S.HS.EDGE.CDN	Acquia Cloud Edge Quick Start The Acquia Cloud Edge Quick Start service provides expert guidance during the initial configuration of Acquia Cloud Edge Protect and/or Acquia Cloud Edge CDN for Customer's Domain(s)	1
0014	PS.P.SA	Site Audit (5 Days)	2
0015	PS.OB.MMED	Acquia Ready Platform Migration Medium (Acquia Cloud Enterprise)	1

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant 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.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6) Inspection of Services 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 date of Award through September 30, 2016.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period shall be as specified in the Section B.3 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 DELIVERABLES

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

Reference CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.5.4	Monthly portal usage reports	1	PDF/Electronic	Monthly (First of every month)
C.5.6	Monthly web performance reports	1	PDF/Electronic	Monthly (First of every month)
C.5.5	Monthly monitoring and security reports	1	PDF/Electronic	Monthly (First of every month)
C.5.9	Dc.gov Site migration project plan	1	PDF/Electronic	Within 30 days of date of Award

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall 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 Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

DC Office of the CTO/Accounts Payable
200 I Street SE
Washington, DC, 20003
202.727.2277

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in

G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature

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 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements

G.4 PAYMENT

G.4.1 Payment will be made on completion and acceptance by the District for each item ordered for the price as stated in the Price Schedule in Section B.3 and presentation of a properly executed invoice.

G.4.2 PARTIAL PAYMENTS

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

(1) The amount due on the deliveries warrants it; or

(2) The Contractor requests it and the amount due on the deliveries is in accordance with the payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B.3.

(3) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must

refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

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.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% 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:

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

G.6.1.2 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.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:

Chris Yi Contracting Officer
Office of Contracting and Procurement
441 4th Street NW
Washington, DC 20001
Phone: 202.724.5069
Email: Chris.Yi@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 prices and costs are consistent with the contractual 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:
- Haider Ali
Office of the Chief Technology Officer
200 I Street, SE
Washington, DC 20003
Phone: 202-715-3741
Email: haider.ali@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.1.1.2 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. 2005-2103, Revision No. 16, dated 07/08/15, 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 Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the 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 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract,

the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

H.5.1 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, (Section J.4) in which the Contractor shall agree that:

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

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO the Contractor's compliance with section H.5.4 of this clause; or

(2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited

- institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

(a) Mandatory Subcontracting Requirements

- (1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, 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).
- (2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(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.
- (3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
- (4) Except as provided in (a)(5) and (a)(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.
- (5) 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.

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

(b) Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the bid and may only be amended 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 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.

(c) 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.

(d) Subcontracting Plan Compliance Reporting.

- (1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - (A) The price that the prime contractor will pay each subcontractor under the subcontract;
 - (B) A description of the goods procured or the services subcontracted for;
 - (C) The amount paid by the prime contractor under the subcontract; and
 - (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (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.

(e) 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.

(f) 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.

(g) Enforcement and Penalties for Breach of Subcontracting Plan

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

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal

histories;

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

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

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 DISPUTES

(Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 and substitute the following Article I.2, Disputes) (Interim PPRA Version, July 2011).

I.2.1 All disputes arising under or relating to this contract shall be resolved as provided herein.

I.2.2 Claims by a Contractor against the District:

Claim, as used in paragraph I.2.2 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 this 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.

I.2.2.1 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.2.2.1.1 A description of the claim and the amount in dispute;

I.2.2.1.2 Data or other information in support of the claim;

I.2.2.1.3 A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and

I.2.2.1.4 The Contractor’s request for relief or other action by the CO.

I.2.2.2 The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

I.2.2.3 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.

I.2.2.4 The CO’s written decision shall do the following:

I.2.2.4.1 Provide a description of the claim or dispute;

I.2.2.4.2 Refer to the pertinent contract terms;

I.2.2.4.3 State the factual areas of agreement and disagreement.

- I.2.2.4.4** 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;
- I.2.2.4.5** 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;
- I.2.2.4.6** Indicate that the written document is the CO's final decision; and
- I.2.2.4.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- I.2.2.5** 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.
 - I.2.2.5.1** If a Contractor is unable to support any part of his or her 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.
 - I.2.2.5.2** Liability under Paragraph I.2.2.5.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- I.2.2.6** 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.2.3 Claims by the District against a Contractor:**
 - I.2.3.1** Claim as used in paragraph I.2.3 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 this 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.
 - I.2.3.2** The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - I.2.3.2.1** The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:
 - I.2.3.2.1.1** Provide a description of the claim or dispute;
 - I.2.3.2.1.2** Refer to the pertinent contract terms;
 - I.2.3.2.1.3** State the factual areas of agreement and disagreement;

I.2.3.2.1.4 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;

I.2.3.2.1.5 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;

I.2.3.2.1.6 Indicate that the written document is the CO's final decision; and

I.2.3.2.1.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.2.3.3 The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

I.2.3.4 Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement

I.2.3.5 The authority contained in this clause I.2.3 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.

I.2.3.6 This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

I.2.4 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.

I.2.5 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.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

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: (1) 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 is 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 proposal 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(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or

underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

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

E. Source Code Escrow

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

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

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor 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-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

- (1) Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
- (2) Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

- (3) Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- (4) Employer's Liability Insurance. The Contractor shall provide 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.
- (5) Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.
- (6) Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

- B. 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.
- C. 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.**
- D. 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.
- E. 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.
- F. 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.
- G. 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:

Chris Yi Contracting Officer
Office of Contracting and Procurement
700 4th Street NW
Washington, DC 20001
Telephone: 202.724.5069
Email: Chris.Yi@dc.gov

H. 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.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.11 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.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.13 CONTRACTS THAT CROSS FISCAL YEARS

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

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 www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination Revision No.: 3 Date Of Revision:04/08/2016
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet

