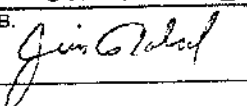
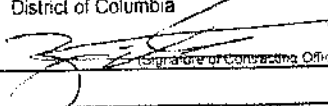


<b>AWARD/CONTRACT</b>				1. Solicitation Number <b>Doc303171</b>		Page of Pages <b>1 32</b>	
2. Contract Number <b>CW50564</b>			3. Effective Date Sec 20C, below		4. Requisition/Purchase Request/Project No. <b>RQ939988</b>		
5. Issued By: Office of Contracting and Procurement Information Technology Division 441 4 <sup>th</sup> Street, N.W.; Suite 700 South Washington, DC 20001				6. Administered by (If other than line 5) Department of Consumer and Regulatory Affairs - OIS 1100 4th Street SW, 5th Floor Washington, DC 20024			
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) Document Systems, Inc. 333 Hawaii Avenue, NE, Suite 200 Washington, DC 20011  POC: Jim Roland Telephone: 202-466-8383  Duns No. [REDACTED] TIN [REDACTED]				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> FOB Destination			
				9. Discount for prompt payment: Net 30 days			
				10. Submit invoices to the Address shown in Section G 2 (2 copies unless otherwise specified)  Same as Block 12 and Section G			
11. Ship to/Mark For Department of Consumer and Regulatory Affairs - OIS 1100 4th Street SW, 5th Floor Washington, DC 20024				12. Payment will be made by Dept. of Consumer and Regulatory Affairs- OCFO - EDRC Shared Services Center: Accounts Payable Unit 1100 4th St. SW Suite E450 Washington, DC 20024			
13. Remit Address:				14. Accounting and Appropriation Data ENCUMBRANCE CODE			
15A. Item	15B. Supplies/Services			15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
0001	FileNet & KOFAX Maintenance and Support			1	Lot	N/A	\$198,274.86
Total Amount of Contract							<b>\$198,274.86</b>
16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Award/Contract	1	X	I	Contract Clauses	24-31
X	B	Contract Type, Supplies/Services and Price/Cost	2-6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	7-10	X	J	Attachments	32
X	D	Packaging and Marking	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	12	K	Representations, Certifications and Other Statements of Contractors		xxxxx
X	F	Period of Performance and Deliverables	13	L	Instructions, Conditions & Notices to Offerors		xxxxx
X	G	Contract Administration	14-18	M	Evaluation Factors for Award		xxxxx
X	H	Special Contract Requirements	19-23				
Contracting Officer will complete item 17 or 18 as applicable							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return (1) copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, any amendments, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is required to sign this document and return (1) copy to the issuing office.) Your offer on Solicitation Number Doc303171, including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed on the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) <b>JIM ROLAND</b>				20A. Name of Contracting Officer <b>Chris Yi</b>			
19B. 	19C. Date Signed <b>3/10/17</b>			20B. District of Columbia 		20C. Date Signed <b>3-24-17</b>	
DC OCP 201 (7-99)							

## 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 Department of Consumer & Regulatory Affairs, Office of Information Systems (the “District”) is awarding a contract to Document Systems, Inc. (the “Contractor”) [REDACTED] to provide System break fix, support and maintenance for the DCRA’s FileNet & SurDocs document management system.

**B.2** The District shall award of firm fixed price contract in accordance with 27 DCMR Chapter 24.

### **B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM**

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

### **B.4 PRICE SCHEDULE – FIRM FIXED PRICE**

#### **B.4.1 BASE YEAR**

Item No.	Description	Part No.	Qty.	Unit Cost	Extended Cost
<b>IBM/FILENET Subscription and Support Renewal – Site No. 3108687 - DCRA</b>					
0001	IBM Production Imaging Add-on to Content Manger, AUVU, License and 1 Year S&S	D0GVRLL	8	\$1,727.56	\$13,820.48
0002	IBM FileNet Content manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E0501LL	162	\$301.37	\$48,821.94
<b>IBM/FILENET Subscription and Support Renewal – Site No. 3126126 – Surveyor’s Office</b>					
0003	IBM FileNet Content manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E0501LL	40	\$377.72	\$15,108.80
<b>New IBM Licenses</b>					
0004	IBM Websphere Application Server Network Deployment License + 1 Year Software Subscription and Support -- 1 PVU	D55WJLL	400	\$266.99	\$106,796.00
<b>KOFAX Support and Upgrade Assurance Renewal</b>					
0005	AC Volume 5M/Yr V.8, 1 Year	AE#Y024-005M	1	\$7,488.45	\$7,488.45

CW50564 – FILENET & KOFAX Maintenance and Support

0006	5 Concurrent Stations, 1 Year	AE#T024-005U	1	\$3,874.86	\$3,874.86
0007	1 Concurrent Station	AE#T024-001U	3	\$788.11	\$2,364.33
<b>Grand Total for 4.1 Base Year</b>					<b>\$198,274.86</b>

**B.4.2 OPTION YEAR ONE**

Item No.	Description	Part No.	Qty.	Unit Cost	Extended Cost
<b>IBM/FILENET Subscription and Support Renewal – Site No. 3108687 - DCRA</b>					
1001	IBM Production Imaging Add-on to Content Manger, AUVU, License and 1 Year S&S	D0GVRLL	8	\$1,524.58	\$12,196.64
1002	IBM FileNet Content manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E0501LL	162	\$425.61	\$68,948.82
<b>IBM/FILENET Subscription and Support Renewal – Site No. 3126126 – Surveyor's Office</b>					
1003	IBM FileNet Content manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E0501LL	40	\$533.45	\$21,338.00
<b>IBM Licenses Subscription and Support Renewal</b>					
1004	IBM Websphere Application Server Network Deployment License + 1 Year Software Subscription and Support -- 1 PVU	D55WJLL	400	\$69.19	\$27,676.00
<b>KOFAX Support and Upgrade Assurance Renewal</b>					
1005	AC Volume 5M/Yr V.8, 1 Year	AE#Y024-005M	1	\$10,575.78	\$10,575.78
1006	5 Concurrent Stations, 1 Year	AE#T024-005U	1	\$5,472.39	\$5,472.39
1007	1 Concurrent Station	AE#T024-001U	3	\$1,113.03	\$3,339.09
<b>Grand Total for 4.2 Option Year 1</b>					<b>\$149,546.72</b>

**B.4.3 OPTION YEAR TWO**

Item No.	Description	Part No.	Qty.	Unit Cost	Extended Cost
<b>IBM/FILENET Subscription and Support Renewal – Site No. 3108687 - DCRA</b>					
2001	IBM Production Imaging Add-on to Content Manger, AUVU, License and 1 Year S&S	D0GVRLL	8	\$1,661.79	\$13,294.32
2002	IBM FileNet Content manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E0501LL	162	\$463.92	\$75,155.04
<b>IBM/FILENET Subscription and Support Renewal – Site No. 3126126 – Surveyor's Office</b>					
2003	IBM FileNet Content manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E0501LL	40	\$581.46	\$23,258.40
<b>IBM Licenses Subscription and Support Renewal</b>					
2004	IBM Websphere Application Server Network Deployment License + 1 Year Software Subscription and Support – 1 PVU	D55WJLL	400	\$75.41	\$30,164.00
<b>KOFAX Support and Upgrade Assurance Renewal</b>					
2005	AC Volume 5M/Yr V.8, 1 Year	AE#Y024-005M	1	\$11,527.60	\$11,527.60
2006	5 Concurrent Stations, 1 Year	AE#T024-005U	1	\$5,964.90	\$5,964.90
2007	1 Concurrent Station	AE#T024-001U	3	\$1,213.20	\$3,639.60
<b>Grand Total for 4.3 Option Year 2</b>					<b>\$163,003.86</b>

**B.4.4 OPTION YEAR THREE**

Item No.	Description	Part No.	Qty.	Unit Cost	Extended Cost
<b>IBM/FILENET Subscription and Support Renewal – Site No. 3108687 - DCRA</b>					
3001	IBM Production Imaging Add-on to Content Manger, AUVU,	D0GVRLL	8	\$1,811.34	\$14,490.72

CW50564 – FILENET & KOFAX Maintenance and Support

	License and 1 Year S&S				
3002	IBM FileNet Content manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E0501LL	162	\$505.67	\$81,918.54
<b>IBM/FILENET Subscription and Support Renewal – Site No. 3126126 – Surveyor's Office</b>					
3003	IBM FileNet Content manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E0501LL	40	\$633.79	\$25,351.60
<b>IBM Licenses Subscription and Support Renewal</b>					
3004	IBM Websphere Application Server Network Deployment License + 1 Year Software Subscription and Support – 1 PVU	D55WJLL	400	\$82.20	\$32,880.00
<b>KOFAX Support and Upgrade Assurance Renewal</b>					
3005	AC Volume 5M/Yr V.8, 1 Year	AE#Y024-005M	1	\$12,565.09	\$12,565.09
3006	5 Concurrent Stations, 1 Year	AE#T024-005U	1	\$6,501.74	\$6,501.74
3007	1 Concurrent Station	AE#T024-001U	3	\$1,322.39	\$3,967.17
<b>Grand Total for 4.4 Option Year 3</b>					<b>\$177,674.86</b>

**B.4.5 OPTION YEAR FOUR**

Item No.	Description	Part No.	Qty.	Unit Cost	Extended Cost
<b>IBM/FILENET Subscription and Support Renewal – Site No. 3108687 - DCRA</b>					
4001	IBM Production Imaging Add-on to Content Manger, AUVU, License and 1 Year S&S	D0GVRLL	8	\$1,974.37	\$15,794.96
4002	IBM FileNet Content manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E0501LL	162	\$551.18	\$89,291.16
<b>IBM/FILENET Subscription and Support Renewal – Site No. 3126126 – Surveyor's Office</b>					
4003	IBM FileNet Content manager Authorized User Value Unit Annual SW Subscription &	E0501LL	40	\$690.83	\$27,633.20

CW50564 – FILENET & KOFAX Maintenance and Support

	Support Renewal				
<b>IBM Licenses Subscription and Support Renewal</b>					
<b>4004</b>	IBM Websphere Application Server Network Deployment License + 1 Year Software Subscription and Support – 1 PVU	D55WJLL	400	\$89.60	\$35,840.00
<b>KOFAX Support and Upgrade Assurance Renewal</b>					
<b>4005</b>	AC Volume 5M/Yr V.8, 1 Year	AE#Y024-005M	1	\$13,695.94	\$13,695.94
<b>4006</b>	5 Concurrent Stations, 1 Year	AE#T024-005U	1	\$7,086.90	\$7,086.90
<b>4007</b>	1 Concurrent Station	AE#T024-001U	3	\$1,441.40	\$4,324.20
<b>Grand Total for 4.5 Option Year 4</b>					<b>\$193,666.36</b>

**B.4.6 PRICE SCHEDULE SUMMARY**

<b>Contract Line Item No. (CLIN)</b>	<b>Period of Performance</b>	<b>Total Price</b>
<b>0001</b>	Base Year CLIN 0001-0007	\$198,274.86
<b>0002</b>	Option Year One CLIN 1001-1007	\$149,546.72
<b>0003</b>	Option Year Two CLIN 2001-2007	\$163,003.86
<b>0004</b>	Option Year Three CLIN 3001-3007	\$177,674.86
<b>0005</b>	Option Year Four CLIN 4001-4007	\$193,666.36
<b>Grand Total for B.4</b>		<b>\$882,166.66</b>

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE**

The Government of District of Columbia, through the Office of Contracting and Procurement on behalf of Department of Consumer and Regulatory Affairs (DCRA) seeks a contractor to provide System break fix, support and maintenance for the DCRA's FileNet & SurDocs document management system.

### **C.2 APPLICABLE DOCUMENTS**

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

**Not Applicable**

### **C.3 DEFINITIONS**

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

**Not Applicable**

### **C.4 BACKGROUND**

The Department of Consumer and Regulatory Affairs (DCRA) is the District of Columbia's regulatory agency. DCRA's mission is to protect the health, safety, economic interests, and quality of life of residents, businesses, and visitors in the District of Columbia by issuing licenses and permits, conducting inspections, enforcing building, housing, and safety codes, regulating land use and development, and providing consumer education and advocacy services.

The Department of Consumer and Regulatory Affairs (DCRA) has identified a need to become a more data-driven organization and improve internal data quality to accurately and consistently respond to information requests from both internal agency consumers as well as external requests.

### **C.5 REQUIREMENTS**

#### **C.5.1 The Contractor shall provide the following:**

<b>Item No.</b>	<b>Description</b>	<b>Part No.</b>	<b>Qty.</b>
<b>0001</b>	IBM Production Imaging Add-on to Content Manager, AUVU, License and 1 Year S&S	D0GVRLL	8
<b>0002</b>	IBM FileNet Content manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E0501LL	162

## CW50564 – FILENET & KOFAX Maintenance and Support

0003	IBM FileNet Content manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E0501LL	40
0004	IBM Websphere Application Server Network Deployment License + 1 Year Software Subscription and Support – 1 PVU	D55WJLL	400
0005	AC Volume 5M/Yr V.8, 1 Year	AE#Y024-005M	1
0006	5 Concurrent Stations, 1 Year	AE#T024-005U	1
0007	1 Concurrent Station	AE#T024-001U	3

**C.5.2** The Contractor shall provide DCRA technical support along with required IBM FileNet subscription service licenses in assisting staff with managing DCRA's FileNet & SurDocs document management system.

**C.5.3** The Contractor shall provide system breaks fix, support and maintenance which include system major and minor upgrades based Table #1 – Service Level Expectations.

**Table #1 – Service Level Expectations**

Priority Level	Description of Priority Classification	Response and Resolution Time
P1 – High	Production FileNet & SurDocs document management system is not operational. The problem affects more than 90% of the users and a solution is not available. Examples: IBM FileNet Content Manager: Cannot log in to system, all users are impacted. System does not respond to commands. Kofax Ascent: Root Server is down, Batch Manager Server down, critical issues with Queue Services.	2 to 4 hours
P2 – Medium	Production FileNet & SurDocs document management system is operational but has a major feature that is not operational or performance is very slow. The problem affects a significant number of users and a solution is not available Examples: IBM FileNet Content Manager: Cannot check documents in or out, no immediate solution is available. Performance issues such as CBR indexing of documents taking minutes instead of seconds. Kofax Ascent Capture: Some workstations unable to login, slow system performance, backup problems, and various database problems.	4 to 8 hours



## CW50564 – FILENET & KOFAX Maintenance and Support

P3 – Low	<p>Production FileNet &amp; SurDocs document management system is generally available and functional for a significant number of users. An interim solution is available to keep system operational.</p> <p>Examples:            IBM FileNet Content Manager: Cannot perform operations on documents such as browse or check out but a solution is readily available. Chronic performance issues such as random system hangs that cannot be easily reproduced. A test system or a minor system feature is not operational.            Kofax Ascent Capture: Scanner can't read document separator sheet. Failing barcode reader, annotations unable to display with documents. One of several print, fax, or scan stations not operational. Note: Cases concerning Customer development systems are handled with same general priority. However, production system cases of equal priority are worked first</p>	One Business day
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**C.5.4** The Contractor shall provide weekly system maintenance tasks FileNet & SurDocs document management system. Tasks shall include:

- a. Monitor KOFAX services and license server
- b. FileNet System health checkup
- c. looking in to system logs and database logs and archive the logs
- d. periodically check Content Platform Engine health and IBM content navigator health
- e. application engine health
- f. IBM content search services engine health
- g. Process simulator health and rendition engine health
- h. rules servers health and monitoring WebSphere application server, and
- i. other maintenance activities as needed such as updating critical patches, security patches and other IBM application releases

**C.5.5** The Contractor shall provide technical support from 8 AM to 6 PM from Monday through Friday.

**C.5.6** The Contractor shall provide technical support for critical issues 24/7. Critical issues are any issues that adversely affect the systems availability for more than 2 users, adversely impact security, and adversely impact integrity.

**C.5.7** The Contractor is responsible for insuring all cases are documented, tracked, managed, and resolved. The reports shall include any issue found within the tracking system. DCRA shall have access to the system to view the reports or DCRA should receive the reports weekly and monthly on all the maintenance activities and support activities, also as needed basis.

**C.5.8** The Contractor shall is responsible for insuring all problems with FileNet are recorded, tracked, managed, and resolved. The report shall include any issue found within the tracking system. DCRA should have access to this system to view the reports or DCRA should receive the reports

## CW50564 – FILENET & KOFAX Maintenance and Support

weekly and monthly on all the maintenance activities and support activities, also as needed basis. DCRA shall conduct biweekly conference calls to review support and maintenance activities.

**C.5.9** The Contractor shall provide monthly reports along with the on demand reports of all FileNet & SurDocs document management system issues and resolutions. The Contractor shall provide access to the issue tracking system to view monthly and weekly reports or provide XL reports. Reports shall include the requester name, data of issue, data of resolution, status of issue, SLA met or not, Priority of the issue and lessons learned from that issue, resources involved in fixing that issue and other details about the issues and maintenance activities as needed/ requested. The Contractor shall provide reports on availability of critical patches.

**C.5.10** The Contractor shall provide support and modify system to accommodate changes takes place as a part of changes in any other interface systems.

**C.5.11** The Contractor shall provide support in changing system access authorizations.

**C.5.12** The Contractor shall provide support in identifying bugs, correcting them and ensure to add defensive programming strategies.

**C.5.13** The Contractor shall provide support in fixing defects in the system, where a defect is a discrepancy between the expected behavior and the actual behavior of the system.

**C.5.14** The Contractor shall provide support in checking data integrity and check for accuracy of data fields & attachments.

**C.5.15** The Contractor shall respond to all technical requests and provide onsite support when needed.

**C.5.16** The Contractor shall follow the Case Resolution process.

**C.5.15.1** Once a system issue ticket is opened, the diagnosis and resolution process begins.

**C.5.15.2** Case Resolution shall be classified by three important stages.

1. Diagnosis

The Contractor shall determine the cause of the problem and method needed to resolve the issue and bring the system/feature to an operational status.

2. System/Feature Operational

The Contractor shall carry out necessary procedures to bring the system operational and solve the reported issues.

3. System Stable

The Contractor shall carry out necessary procedures to resolve the issue.

**SECTION D:     PACKAGING AND MARKING**

**Not Applicable**

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number 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 for a period of one (1) year from date of award specified on the cover page of this contract.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of 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 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:

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
<b>0001</b>	System Maintenance Tasks (C.5.)	1	PDF or MS Word	Weekly
<b>0002</b>	Case Management Report (C.5.7)	1	PDF or MS Word	Weekly, Monthly
<b>0003</b>	FileNet Problems Report (C.5.8)	1	PDF or MS Word	Weekly, Monthly, Bi-weekly Conference Call
<b>0004</b>	FileNet & SurDocs System Issues and Resolutions Report (C.5.9)	1	PDF or MS Word	Weekly, Monthly

## **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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **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:

Department of Consumer and Regulatory Affairs  
OCFO - EDRC Shared Services Center  
Accounts Payable Unit  
1100 4th Street, S.W.; Suite E450  
Washington, DC

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

### **G.4 PAYMENT**

#### **G.4.1 PARTIAL PAYMENTS**

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

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

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

- c) Presentation of a properly executed invoice.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

"Pursuant to the instrument of assignment dated N/A, make payment of this invoice to (N/A)."

## **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:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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



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

**G.6.3 Subcontract requirements**

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

**G.7 CONTRACTING OFFICER (CO)**

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  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W. Suite 700 South  
Washington, DC 20001  
Office: (202) 724-5069  
Email: [chris.yi@dc.gov](mailto: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 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:

Ron Smith  
Deputy Director, Office of Information Systems  
Department of Consumer & Regulatory Affairs  
Office: 202-442-8343  
Email: [Ronald.Smith@dc.gov](mailto:Ronald.Smith@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 RESERVED**

### **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**

**Not Applicable**

**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**

**Not Applicable**

**H.12 CONTRACTOR RESPONSIBILITIES**

**Not Applicable**

## **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 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.

- 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 the Contracting Officer.
- 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 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 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 contract by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.2</b>	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.3</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”