
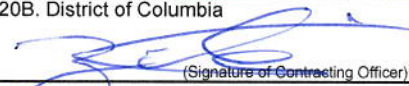


<b>AWARD/CONTRACT</b>				1. Solicitation Number <div style="text-align: center;">Doc309258</div>		Page of Pages <div style="text-align: center;">1      33</div>	
2. Contract Number <div style="text-align: center;">CW51537</div>			3. Effective Date See 20C. below		4. Requisition/Purchase Request/Project No. <div style="text-align: center;">RQ952651</div>		
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) Office of the Chief Technology Officer Network Operations Center (NOC) 200 I Street, SE Washington, DC 20003			
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) MVS, Inc. 1150 18 <sup>th</sup> Street, NW; Suite 325 Washington, DC 20036 POC: Graham A. Rowe Telephone: (202) 722-7981 Ext 159 Email: growe@mvsconsulting.com				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			
Duns No. <span style="border: 1px solid black; padding: 0 20px;"></span>		TIN <span style="border: 1px solid black; padding: 0 20px;"></span>					
11. Ship to/Mark For Office of the Chief Technology Officer Network Operations Center (NOC) 200 I Street, SE Washington, DC 20003			Code <span style="border: 1px solid black; padding: 0 20px;"></span>		12. Payment will be made by Office of the Chief Technology Officer Office of the Controller/Agency CFO/Accounts Payable 200 I Street, SE Washington, DC 20003		
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	Solarwinds Dashboards			1	Base Year	N/A	\$347,923.80
Total Amount of Contract							<b>\$347,923.80</b>
16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
<b>PART I – THE SCHEDULE</b>				<b>PART II – CONTRACT CLAUSES</b>			
X	A	Award/Contract	1	X	I	Contract Clauses	23-32
X	B	Contract Type, Supplies/Services and Price/Cost	2-6	<b>PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	Specifications/Work Statement	7-9	X	J	Attachments	33
X	D	Packaging and Marking	10	<b>PART IV – REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	Inspection and Acceptance	11	K	Representations, Certifications and Other Statements of Contractors		xxxxxx
X	F	Period of Performance and Deliverables	12				
X	G	Contract Administration	13-17	L	Instructions, Conditions & Notices to Offerors		xxxxxx
X	H	Special Contract Requirements	18-22	M	Evaluation Factors for Award		xxxxxx
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 Doc309258, 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>Mital Desai, President</b>				20A. Name of Contracting Officer <b>Chris Yi</b>			
19B. 		Digitally signed by Desai.Mital.V. ORC1000032377.ID DN: c=US, o=U.S. Government, ou=ECA, ou=ORC, ou=MVS Inc, cn=Desai.Mital.V. ORC1000032377.ID Date: 2017.04.26 11:33:26 -0400'		19C. Date Signed <b>04/26/2017</b>		20B. District of Columbia  (Signature of Contracting Officer)	
						20C. Date Signed <b>5-5-17</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 Office of the Chief Technology Officer ("the District") is awarding to MVS, Inc. ("the Contractor") to provide customized Solarwinds dashboards.

**B.2** The District will award a firm fixed price contract type 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	Product No.	Total Price
0001	Solarwinds Web Performance Monitor (unlimited) MFG Part No.: 2513	9016-1621	\$24,100.64
0002	Solarwinds Database Performance Analyzer for Oracle (15 licenses) MFG Part No.: 29202	9016-12150	\$39,835.20
0003	Solarwinds Database Performance Analyzer for SQL (40 licenses) MFG Part No.: 29004	9016-12156	\$56,355.20
0004	Solarwinds Network Performance Monitor (unlimited) MFG Part No.: 35026	9016-12135	\$42,920.43
0005	Solarwinds NetFlow Traffic Analyzer (unlimited) MFG Part No.: 35031	9016-12136	\$15,534.36
0006	Solarwinds User Device Tracker (unlimited) MFG Part No.: 35051	9016-13075	\$8,551.35
0007	Solarwinds Network Configuration Manager (unlimited) MFG Part No.: 35021	9016-12134	\$15,254.57
0008	Solarwinds IP Address Manager (unlimited) MFG Part No.: 35014	9016-12133	\$7,553.47
0009	Solarwinds VoIP and Network Quality (unlimited) MFG Part No.: 35010	9016-12626	\$6,042.77
0010	Solarwinds Polling Engine (unlimited) MFG Part No.: 35036	9016-12137	\$17,790.74
0011	Solarwinds Virtualization Manager (unlimited) MFG Part No.: 40244	9016-13412	\$65,428.45
0012	Solarwinds Server and Application Monitor (unlimited)	9016-12131	\$18,637.58

CW51537– Solarwinds Dashboards

Item No.	Description	Product No.	Total Price
	MFG Part No.: 35005		
0013	Solarwinds Storage Manager (up to 3000 disks) MFG Part No.: 8308	9016-0974	\$29,919.04
<b>Grand Total for 4.1 Base Year</b>		<b>\$347,923.80</b>	

**B.4.2 OPTION YEAR ONE**

Item No.	Description	Product No.	Total Price
1001	Solarwinds Web Performance Monitor (unlimited) MFG Part No.: 2513	9016-1621	\$5,435.18
1002	Solarwinds Database Performance Analyzer for Oracle (15 licenses) MFG Part No.: 29202	9016-12150	\$8,675.10
1003	Solarwinds Database Performance Analyzer for SQL (40 licenses) MFG Part No.: 29004	9016-12156	\$12,284.40
1004	Solarwinds Network Performance Monitor (unlimited) MFG Part No.: 35026	9016-12135	\$15,804.18
1005	Solarwinds NetFlow Traffic Analyzer (unlimited) MFG Part No.: 35031	9016-12136	\$6,128.12
1006	Solarwinds User Device Tracker (unlimited) MFG Part No.: 35051	9016-13075	\$3,373.80
1007	Solarwinds Network Configuration Manager (unlimited) MFG Part No.: 35021	9016-12134	\$6,157.88
1008	Solarwinds IP Address Manager (unlimited) MFG Part No.: 35014	9016-12133	\$2,980.07
1009	Solarwinds VoIP and Network Quality (unlimited) MFG Part No.: 35010	9016-12626	\$2,385.11
1010	Solarwinds Polling Engine (unlimited) MFG Part No.: 35036	9016-12137	\$6,558.60
1011	Solarwinds Virtualization Manager (unlimited) MFG Part No.: 40244	9016-13412	\$22,493.14
1012	Solarwinds Server and Application Monitor (unlimited) MFG Part No.: 35005	9016-12131	\$6,260.25
1013	Solarwinds Storage Manager (up to 3000 disks) MFG Part No.: 8308	9016-0974	\$13,038.46
<b>Grand Total for 4.2 Option Year One (1)</b>		<b>\$111,574.29</b>	

**B.4.3 OPTION YEAR TWO**

<b>Item No.</b>	<b>Description</b>	<b>Product No.</b>	<b>Total Price</b>
<b>2001</b>	Solarwinds Web Performance Monitor (unlimited) MFG Part No.: 2513	9016-1621	\$5,706.94
<b>2002</b>	Solarwinds Database Performance Analyzer for Oracle (15 licenses) MFG Part No.: 29202	9016-12150	\$9,108.75
<b>2003</b>	Solarwinds Database Performance Analyzer for SQL (40 licenses) MFG Part No.: 29004	9016-12156	\$12,898.40
<b>2004</b>	Solarwinds Network Performance Monitor (unlimited) MFG Part No.: 35026	9016-12135	\$16,594.41
<b>2005</b>	Solarwinds NetFlow Traffic Analyzer (unlimited) MFG Part No.: 35031	9016-12136	\$6,434.52
<b>2006</b>	Solarwinds User Device Tracker (unlimited) MFG Part No.: 35051	9016-13075	\$3,542.49
<b>2007</b>	Solarwinds Network Configuration Manager (unlimited) MFG Part No.: 35021	9016-12134	\$6,465.78
<b>2008</b>	Solarwinds IP Address Manager (unlimited) MFG Part No.: 35014	9016-12133	\$3,129.07
<b>2009</b>	Solarwinds VoIP and Network Quality (unlimited) MFG Part No.: 35010	9016-12626	\$2,504.36
<b>2010</b>	Solarwinds Polling Engine (unlimited) MFG Part No.: 35036	9016-12137	\$6,886.54
<b>2011</b>	Solarwinds Virtualization Manager (unlimited) MFG Part No.: 40244	9016-13412	\$23,617.80
<b>2012</b>	Solarwinds Server and Application Monitor (unlimited) MFG Part No.: 35005	9016-12131	\$6,573.25
<b>2013</b>	Solarwinds Storage Manager (up to 3000 disks) MFG Part No.: 8308	9016-0974	\$13,690.38
<b>Grand Total for 4.3 Option Year Two (2)</b>		<b>\$117,152.69</b>	

**B.4.4 OPTION YEAR THREE**

<b>Item No.</b>	<b>Description</b>	<b>Product No.</b>	<b>Total Price</b>
<b>3001</b>	Solarwinds Web Performance Monitor (unlimited) MFG Part No.: 2513	9016-1621	\$5,992.29
<b>3002</b>	Solarwinds Database Performance Analyzer for Oracle (15 licenses) MFG Part No.: 29202	9016-12150	\$9,564.15
<b>3003</b>	Solarwinds Database Performance Analyzer for SQL (40	9016-12156	\$13,543.60

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Item No.	Description	Product No.	Total Price
	licenses) MFG Part No.: 29004		
3004	Solarwinds Network Performance Monitor (unlimited) MFG Part No.: 35026	9016-12135	\$17,424.12
3005	Solarwinds NetFlow Traffic Analyzer (unlimited) MFG Part No.: 35031	9016-12136	\$6,756.24
3006	Solarwinds User Device Tracker (unlimited) MFG Part No.: 35051	9016-13075	\$3,719.62
3007	Solarwinds Network Configuration Manager (unlimited) MFG Part No.: 35021	9016-12134	\$6,789.06
3008	Solarwinds IP Address Manager (unlimited) MFG Part No.: 35014	9016-12133	\$3,285.53
3009	Solarwinds VoIP and Network Quality (unlimited) MFG Part No.: 35010	9016-12626	\$2,629.58
3010	Solarwinds Polling Engine (unlimited) MFG Part No.: 35036	9016-12137	\$7,230.86
3011	Solarwinds Virtualization Manager (unlimited) MFG Part No.: 40244	9016-13412	\$24,798.69
3012	Solarwinds Server and Application Monitor (unlimited) MFG Part No.: 35005	9016-12131	\$6,901.92
3013	Solarwinds Storage Manager (up to 3000 disks) MFG Part No.: 8308	9016-0974	\$14,374.90
<b>Grand Total for 4.4 Option Year Three (3)</b>			<b>\$123,010.56</b>

**B.4.5 OPTION YEAR FOUR**

Item No.	Description	Product No.	Total Price
4001	Solarwinds Web Performance Monitor (unlimited) MFG Part No.: 2513	9016-1621	\$6,291.90
4002	Solarwinds Database Performance Analyzer for Oracle (15 licenses) MFG Part No.: 29202	9016-12150	\$10,042.35
4003	Solarwinds Database Performance Analyzer for SQL (40 licenses) MFG Part No.: 29004	9016-12156	\$14,220.40
4004	Solarwinds Network Performance Monitor (unlimited) MFG Part No.: 35026	9016-12135	\$18,295.32
4005	Solarwinds NetFlow Traffic Analyzer (unlimited) MFG Part No.: 35031	9016-12136	\$7,094.06
4006	Solarwinds User Device Tracker (unlimited) MFG Part No.: 35051	9016-13075	\$3,905.60

CW51537- Solarwinds Dashboards

Item No.	Description	Product No.	Total Price
4007	Solarwinds Network Configuration Manager (unlimited) MFG Part No.: 35021	9016-12134	\$7,128.52
4008	Solarwinds IP Address Manager (unlimited) MFG Part No.: 35014	9016-12133	\$3,449.80
4009	Solarwinds VoIP and Network Quality (unlimited) MFG Part No.: 35010	9016-12626	\$2,761.06
4010	Solarwinds Polling Engine (unlimited) MFG Part No.: 35036	9016-12137	\$7,592.40
4011	Solarwinds Virtualization Manager (unlimited) MFG Part No.: 40244	9016-13412	\$26,038.62
4012	Solarwinds Server and Application Monitor (unlimited) MFG Part No.: 35005	9016-12131	\$7,247.01
4013	Solarwinds Storage Manager (up to 3000 disks) MFG Part No.: 8308	9016-0974	\$15,093.65
<b>Grand Total for 4.5 Option Year Four (4)</b>			<b>\$129,160.69</b>

**B.4.6 PRICE SCHEDULE SUMMARY**

Item No.	Period of Performance	Total Price
0001	Base Year CLIN 0001-0013	\$347,923.80
0002	Option Year One CLIN 1001-1013	\$111,574.29
0003	Option Year Two CLIN 2001-2013	\$117,152.69
0004	Option Year Three CLIN 3001-3013	\$123,010.56
0005	Option Year Four CLIN 4001-4013	\$129,160.69
<b>Grand Total for B.4</b>		<b>\$828,822.03</b>

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

- a) The Office of the Chief Technology Officer (OCTO) – Network Operations Center (NOC) Program seeks an authorized reseller or manufacturer to satisfy the requirement to provide an integrated and consolidated, single pane of glass view for all enterprise systems. In addition, OCTO intends to provide District agencies with role-based access to customized Solarwinds dashboards showing the performance and utilization of their infrastructure systems.
- b) The upgrade shall include the purchase of unlimited licenses for all Solarwinds components, and the redesigned of the current architecture to support an Active/Active deployment configuration across ODC1 and ODC3 OCTO Datacenters. The Active/Active architecture eliminates single points of failure, ensuring the primary network monitoring system is highly available and redundant. The network-monitoring tool shall allow OCTO the ability to easily and proactively pinpoint root cause for applications problems in seconds, and significantly minimize system impact and downtime.
- c) The upgraded Solarwinds deployment shall include the Application Stack Management Bundle, which delivers visibility across systems environments – from applications to servers, virtualized infrastructure and storage systems.
- d) Solarwinds Modules:
  - 1. Solarwinds Web Performance Monitor (unlimited)
  - 2. Solarwinds Database Performance Analyzer for Oracle (15 licenses)
  - 3. Solarwinds Database Performance Analyzer for SQL (40 licenses)
  - 4. Solarwinds Network Performance Monitor (unlimited)
  - 5. Solarwinds NetFlow Traffic Analyzer (unlimited)
  - 6. Solarwinds User Device Tracker (unlimited)
  - 7. Solarwinds Network Configuration Manager (unlimited)
  - 8. Solarwinds IP Address Manager (unlimited)
  - 9. Solarwinds VoIP and Network Quality (unlimited)
  - 10. Solarwinds Polling Engine (unlimited)
  - 11. Solarwinds Virtualization Manager (unlimited)
  - 12. Solarwinds Server and Application Monitor (unlimited)
  - 13. Solarwinds Storage Manager (up to 3000 disks)
- e) The Solarwinds AppStack dashboard consolidates monitoring insight from all modules and presents the data in an intuitive application dependency map allowing NOC Analysts and support engineers to visualize relationship between applications and underlying IT infrastructure components. Without this hardware refresh, the District's enterprise monitoring systems shall have limited monitoring capabilities, which shall affect OCTO's ability to holistically monitor and troubleshoot issues or failures affecting over 4,000+ virtual and physical servers, and 17,500 network devices and interfaces each supporting critical public safety and mission-critical District Government systems.



## **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 IEB have the following meanings:

**C.3.1 PB/TB** – size /measurement of quantity of IT Data

**C.3.2 Physical** – Equipment that can be physically located within a Data Center

**C.3.3 Appliance/Server** - server is a computer program or a device that provides functionality for other programs or devices, called "clients". This architecture is called the client-server model, and a single overall computation is distributed across multiple processes or devices

**C.3.4 Chassis** - the outer structural framework of a server, or appliance/equipment

**C.3.5 Configuration** – how the product is to be design/built to customer specifications

**C.3.6 Redundant** – extra required to allow for failover in case of outage. Ensures product doesn't have hard failure

## **C.4 BACKGROUND**

- a) The Office of the Chief Technology Officer (OCTO) – Network Operations Center (NOC) Program seeks an authorized reseller or manufacturer to satisfy the requirement to provide an integrated and consolidated, single pane of glass view for all enterprise systems. In addition, OCTO intends to provide District agencies with role-based access to customized Solarwinds dashboards showing the performance and utilization of their infrastructure systems.
- b) The Solarwinds AppStack dashboard consolidates monitoring insight from all modules and presents the data in an intuitive application dependency map allowing NOC Analysts and support engineers to visualize relationship between applications and underlying IT infrastructure components. Without this hardware refresh, the District's enterprise monitoring systems shall have limited monitoring capabilities, which shall affect OCTO's ability to holistically monitor and troubleshoot issues or failures affecting over 4,000+ virtual and physical servers, and 17,500 network devices and interfaces each supporting critical public safety and mission-critical District Government systems.



## C.5 REQUIREMENTS

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

Item No.	Product No.	Description	Quantity
1	9016-1621	Solarwinds Web Performance Monitor (unlimited) MFG Part No.: 2513	1
2	9016-12150	Solarwinds Database Performance Analyzer for Oracle (15 licenses) MFG Part No.: 29202	15
3	9016-12156	Solarwinds Database Performance Analyzer for SQL (40 licenses) MFG Part No.: 29004	40
4	9016-12135	Solarwinds Network Performance Monitor (unlimited) MFG Part No.: 35026	3
5	9016-12136	Solarwinds NetFlow Traffic Analyzer (unlimited) MFG Part No.: 35031	2
6	9016-13075	Solarwinds User Device Tracker (unlimited) MFG Part No.: 35051	1
7	9016-12134	Solarwinds Network Configuration Manager (unlimited) MFG Part No.: 35021	1
8	9016-12133	Solarwinds IP Address Manager (unlimited) MFG Part No.: 35014	1
9	9016-12626	Solarwinds VoIP and Network Quality (unlimited) MFG Part No.: 35010	1
10	9016-12137	Solarwinds Polling Engine (unlimited) MFG Part No.: 35036	2
11	9016-13412	Solarwinds Virtualization Manager (unlimited) MFG Part No.: 40244	1
12	9016-12131	Solarwinds Server and Application Monitor (unlimited) MFG Part No.: 35005	1
13	9016-0974	Solarwinds Storage Manager (up to 3000 disks) MFG Part No.: 8308	1

**C.5.2** The Contractor shall provide authorized reseller agreement or certification from the manufacturer.

**C.5.3** The Contractor shall deliver all equipment FOB destination to the Contract Administrator, in the original manufacturer packaging.

**C.5.4** The Contractor shall provide software licenses, and installation media, maintenance and support agreements, and portal access credentials to the Contract Administrator. The CA shall be able to download a copy of all purchased software modules within thirty (30) days after the issuance of the purchase order.

**C.5.5** The Contractor shall provide software licenses, maintenance and support for the duration of the contract.

**SECTION D: PACKAGING AND MARKING**

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

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies and 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 the 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> (C.5.6)	Software Licenses, installation media, maintenance and Support Agreements, and Portal Access Credentials	1	electronic	30 days after the issuance of the purchase order

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

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

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

Office of the Chief Technology Officer  
Office of the Controller/Agency CFO  
200 I Street, SE  
Washington, DC 20003  
Telephone (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** 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 ADMINSTRATOR (CA)**

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

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
  - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Ortiz Troy Evans  
Office of the Chief Technology Officer  
200 I (Eye) Street SE  
Washington, DC 20003  
Telephone: (202) 727-4067, (202) 727-5316  
Email: evans.troy@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 PURCHASES OF IT HARDWARE AND EQUIPMENT**

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



## **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.

**1.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

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

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

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

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

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

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

4. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
  5. Commercial Umbrella Liability. The Contractor shall provide evidence satisfactory to the CO of commercial umbrella liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of the underlying employers' liability, commercial general liability, and commercial automobile liability policies, with an effective date that is concurrent with such liability policies. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- B. **PRIMARY AND NONCONTRIBUTORY INSURANCE**  
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- C. **DURATION**. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY**. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **CONTRACTOR'S PROPERTY**. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT**. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding purchase order number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:  
Office of the Chief Technology Officer  
200 I Street, SE  
Washington, DC 20003**

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

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

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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



#### **I.10 ORDER OF PRECEDENCE**

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

##### **ORDER OF PRECEDENCE**

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

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

#### **I.11 DISPUTES**

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

##### **14. Disputes**

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

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

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (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 solicitation 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>	RESERVED
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.5</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.6</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”
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.8</b>	Subcontracting Plan (if required by law) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.9</b>	First Source Initial Employment Plan (if contract is \$300,000 or more) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”