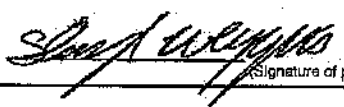
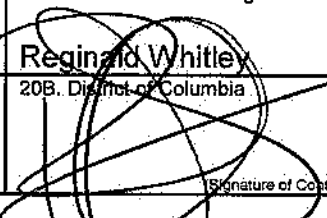


AWARD/CONTRACT				1. Reserved for later use		Page of Pages 1 28	
2. Contract Number CW59690			3. Effective Date See Block 20C		4. Requisition/Purchase Request/Project No. RQ963087		
5. Issued By: Code				6. Administered by (If other than line 5)			
Office of the Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001				Office of the Chief Technology Officer 200 I Street SE Washington, DC 20003			
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) DigiDocs Inc. 510 Florida Avenue NW Washington, DC 20001 Phone: 202.299.1011 Duns No. TIN				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other			
				9. Discount for prompt payment:			
				10. Submit invoices to the Address shown in Section 6 (2 copies unless otherwise specified) Attn: Accounts Payable			
11. Ship to/Mark For Code			12. Payment will be made by Code				
Office of the Chief Technology Officer Attn: Stephen Miller 200 I Street SE Washington, DC 20003				Office of the Chief Technology Officer 200 I Street SE Washington, DC 20003			
13. Remit Address: Same as 7				14. Accounting and Appropriation Data ENCUMBRANCE CODE:			
15A. Item	15B. Supplies/Services			15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
B.4.1	SEE SCHEDULE B on PAGE 2			1	lot	\$249,323.34	\$249,323.34
Total Amount of Contract Shall Not Exceed							\$249,323.34
16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Award/Contract Form	1	X	I	Contract Clauses	24
X	B	Price Schedule	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Services-Specifications/Work Statement	4	X	J	List of Attachments	28
X	D	Packing and Marking	9				
X	E	Inspection and Acceptance	9				
X	F	Contract Term	10	Representations, Certifications and Other Statements of Offerors			
X	G	Contract Administration data	12	Instructions, conditions & notices to Offerors			
X	H	Special Contract Requirements	17	Evaluation factors for award			
Contracting Officer will complete item 17 or 18 as applicable							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return (2) copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, as amended, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed in B.3 and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) this award/contract, and (b) your offer. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) Darryl Wiggins - President				20A. Name of Contracting Officer Reginald Whitley			
19B.  (Signature of person authorized to sign)		19C. Date Signed 03/15/2018		20B.  (Signature of Contracting Officer)		20C. Date Signed 3/16/2018	

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

B.1 The Office of Contracting and Procurement (OCP) on behalf of The Office of Notary Commissions and Authentications (ONCA) in the Office of the Secretary (OS) and The Office of the Chief Technology Officer (OCTO), requests implementation of a Notary Automation Platform (NAP) to provide automated and efficient means to perform day-to-day operation within The District.

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

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

B.4.1 BASE YEAR Date of Award through 9/30/18

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	NAP System Development and Implementation	\$249,323.34
Grand Total for B.4.1		\$249,323.34

B.4.2 Option Year One 10/1/18 – 9/30/19

CLIN	Item Description	Total Price
1001	NAP System Maintenance and Support	\$41,269.81
Grand Total for B.4.2		\$41,269.81

B.4.3 Option Year Two 10/1/19 – 9/30/20

CLIN	Item Description	Total Price
2001	NAP System Maintenance and Support	\$41,769.61
Grand Total for B.4.3		\$41,769.61

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B.4.4 Option Year Three 10/1/20 – 9/30/21

CLIN	Item Description	Total Price
3001	NAP System Maintenance and Support	\$42,282.01
Grand Total for B.4.4		\$42,282.01

B.4.5 Option Year Four 10/1/21 – 9/30/22

CLIN	Item Description	Total Price
4001	NAP System Maintenance and Support	\$42,807.01
Grand Total for B.4.5		\$42,807.01

B.4.6 PRICE SUMMARY FOR FIVE (5) YEAR CONTRACT TERM

The period of performance for the base contract shall not exceed five (5) years from the date of contract award. The District contemplates award of Firm Fixed Price Contract. Please insert the "Total" proposed price from Tables B.4.1, B.4.2, B.4.3, B.4.4 and B.4.5 in the designated fields under the heading "Total" below.

Contract Period	Total
Base Period	\$249,323.34
Option Year 1	\$41,269.81
Option Year 2	\$41,769.61
Option Year 3	\$42,282.01
Option Year 4	\$42,807.01
Five-Year Contract Total	\$417,451.78

SECTION C: SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE:**

The Office of Contracting and Procurement (OCP) on behalf of The Office of Notary Commissions and Authentications (ONCA) in the Office of the Secretary (OS) and The Office of the Chief Technology Officer (OCTO), requests implementation of a Notary Automation Platform (NAP) to provide automated and efficient means to perform day-to-day operation within The District. The system will collect data submitted on Notary Public Application and Authentication Request forms by external users and will host that data in an electronic database available to internal users for review and workflow functionality. The database will serve a number of record keeping, management and analysis functions both internal and external to ONCA. The NAP will be a publically accessible web application with role based access and authentication for internal and external users. The delivered product will allow ONCA users to track requests, generate reports and assist in automating day-to-day operations within ONCA.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Work Flow Diagram PDF Attached (Attachment A)	ONCA Workflow	3/24/2017
2	Notary Public Application https://os.dc.gov/node/35152	Notary Public Application	5/8/2017
3	Authentication Request Process https://os.dc.gov/service/authentications	Authentication Request Process	5/8/2017
4	OCTO IT Policies https://octo.dc.gov/page/agency-support-policies	OCTO IT Policies	
5	OCTO IT Standards https://octo.dc.gov/service/it-standards	OCTO IT Standards	

C.3 DEFINITIONS

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

ONCA – The Office of Notary Commissions and Authentications

OS – The Office of the Secretary

OCTO – The Office of the Chief Technology Officer

OCP – The Office of Contracts and Procurement

ECM – Enterprise Content Management

NAP – Notary Automation Platform – a case management and enterprise content management system.

Proprietary – Document or report with specific identity information relative to the requested document or report

C.4 BACKGROUND

The Office of Notary Commissions and Authentications (ONCA) currently utilize an Excel based flat file and paper documentation to track the approval process of the Notary Public applications and Document Authentication requests. These processes can be found in the attached documents. ONCA also utilizes a series of paper based historical records to assist in those processes as required. Notary Public approval process includes searching excel and paper records for current or previous status, updating or creating records in excel worksheets and creating calendar events to schedule orientation, training and oath of office for Notaries.

C.5 REQUIREMENTS

C.5.1 The Contractor shall develop the Notary Automation Platform (NAP) to automate the business processes and workflows

1. The NAP shall provide the capability of web-enabling the attached workflow, the attached forms and reports associated with the application for notaries public, and document authentication;
2. DC Government will be the owner of the NAP application, to include all application source code; database schemas; entity relationships diagrams; and license keys.
3. The NAP shall provide the capability to track workflow approval for all users in the system;
4. The NAP shall provide an enterprise content management system capable of storing, maintaining content to include documents and associated metadata;
5. The NAP shall provide configurable workflow capabilities to include approval and rejection capabilities within multiple tiers of users;
6. The NAP shall provide scheduling capabilities to track individual notaries public requested and actual attendance at training, orientation and oath events;
 - 6.1. The NAP shall provide a calendar that is accessible internal staff;
 - 6.2. The NAP shall provide an internal calendar with general events around orientation capacity;
 - 6.3. The NAP shall provide the capability to notify notaries public and those eligible to be a notary public of pending events based on registered email addresses;
7. The NAP shall provide integration with district payment systems, to include the currently utilized PayFlow platform to collect user associated costs with document authentication and/or a notary application;
 - 7.1. Internal payments must be tracked as credit card, check and money order based transactions for all services rendered by ONCA;
 - 7.2. Online payments, within the NAP, must be tracked as credit card based transactions;
8. The NAP shall provide integration capabilities through standard web service interfaces such as Representational state transfer (REST) or RESTful web services, JavaScript Object Notation (JSON), or Simple Object Access Protocol (SOAP) to allow for the flow of data to outside systems per the following;
 - 8.1. The NAP shall integrate with District systems for address validation utilizing the Master Address Repository;
 - 8.1.1. This is to include validation and auto-completion of number, street, zip and Ward for all DC addresses;
 - 8.2. The NAP shall integrate with District systems to provide notaries public listings as an open data service with a data classification that limits public availability of personally identifiable information for notaries public;

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9. The NAP shall provide the capability to track documents and Apostilles submitted for authentication;
 - 9.1. The NAP will not be responsible for the intake of the documents requested for authentication and Apostilles into a digital image or optical recognized format;
10. The NAP shall create case and contact management functionality to track individuals and documents provided to ONCA for authentication;
 - 10.1. The NAP shall track the progress of authentication and Apostille requests, to include payment and requestor, within ONCA whether the request originated in-person or the web enabled NAP;
11. The NAP shall allow an externally managed identifying serial number to track documents and Apostille submissions;
 - 11.1. The NAP shall utilize existing serial number formats and be capable of configured serial number start index with the capability of a manual over-ride process within specific roles in ONCA;
12. The NAP shall provide the capability to print templated documents to include letters to notaries public, those eligible to be a notary public, individuals and documents submitted for authentication;
13. The NAP shall provide the capability to create and send templated emails to include notifications to notaries public, those eligible to be a notary public, individuals and documents submitted for authentication;
14. The NAP shall provide a robust reporting capability that includes standards reports to be further defined as well as the ability to integrate with external reporting systems for ad-hoc capabilities;
15. The NAP shall provide generated reports that will be in a printable and common data format to include HTML, XLS/XLSX, DOC/DOCX, PDF and CSV.
16. The NAP shall provide DC.GOV, OS and ONCA specific branding
17. The NAP shall maintain 99.95% uptime capability across all COTS or cloud hosted products utilized in the overall solution
18. The NAP shall utilize a Federal Risk and Authorization Management Program (FEDRAMP) compliant solution for any cloud hosted products in the overall solution
19. The NAP shall be accessible across web and desktop based browsers to include Internet Explorer, Chrome, Firefox and Safari
20. The NAP shall provide a solution that prints application forms, accepted through mail or email, that will be optically scanned and recognized within the ECM for workflow and case management;
21. The Contractor shall provide the following documents for the NAP
 - 21.1. Source Code for all vendor developed components and library/framework references for the entire NAP solution
 - 21.2. Training manuals for all functionality utilized by ONCA users and administrators
 - 21.3. System manuals for administration and support of all components within the overall solution
 - 21.4. Architectural Diagrams for all components within the overall solution
 - 21.5. Systems Diagrams for all components within the overall solution
 - 21.6. Project Milestones for all phases of planning, design, construction, implementation and initial operations
 - 21.7. License Key for all vendor supported COTS products
 - 21.8. Service Level Agreements for vendor support on the NAP and all associated products
 - 21.9. Project Management Plan to include the following documents for all phases of planning, design, construction, implementation and initial operations

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- 21.9.1. Change Management Plan
- 21.9.2. Cost Management Plan
- 21.9.3. Schedule Management Plan
- 21.9.4. Work Breakdown Structure
- 21.9.5. Quality Management/Testing Plan
- 21.9.6. Risk Management Plan
- 21.9.7. Staffing Management Plan
- 21.9.8. Migration Plan
- 22. The Contractor shall provide a completed test completion report to document all identified defects as resolved
- 23. The Contractor shall provide implementation and configuration documentation for the final installation of the NAP system if it is to be hosted on premise.

C.5.2 Professional Services and Training

1. The contractor shall provide data migration services from existing ONCA systems and datasets to include the archive and current notaries public, and those eligible to be notary public;
2. The contractor shall provide training materials to include documents, screenshots and web accessible tool tips;
3. The contractor shall provide training to bring a group of ONCA users and administrators for their respective areas of ownership within the NAP;
4. The contractor shall provide a training schedule in coordination with ONCA staff;
5. The contractor shall provide ONCA with annual maintenance and support of the NAP to include application level patching to ensure security compliance and the continued operation of the platform.

C.5.3 Reports & Interfaces

The contractor shall provide the capability to create reports and interfaces to include the following:

Reports/Interface Descriptions	Frequency
Applications sorted by Business, Gov't/DC, Gov't/Fed, Residential, Self/Gov't DC, Self/Gov't/Fed	Ongoing Internal Use
Applications are sent emails – we have received their applications; separate emails for new applications and application renewals.	Ongoing External Use
Applications that receive a denial letter. A Proprietary form letter that is manually determined and sections highlighted in bold.	Ongoing External Use. Proprietary
Send emails to new applicants for orientation session.	Twice a month. External Use Propriety * May have some additional.
Check list of attendance/non-attendance at orientation. Shall be able to sort by this by name, and by date.	Twice a month. Internal Use
Prepare Commission list of all eligible (new and renewal) notary applicants. Alphabetical. Includes name, address, New/Rpt, Fee, Free and a Commission Number.	Twice a month. Internal Use
Prepare Commission list of all eligible (new and renewal) notary applicants. Alphabetical. Including name and	Twice a month. External Use/DC Regs.

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addresses. To be submitted on line to dcregs.dc.gov	
Prepare oath pages for notaries. Each will have individual name and commission dates. Printed in house.	Twice a month. Internal Use. Propriety
Prepare Certificates for notaries. Printed in house, sent to OS for Secretary's signature and then given to notaries when they take the oath. Each has individual name and commission dates.	Twice a month. Internal Use. Propriety.
Prepare File Folder labels. Printed in house.	Twice a month. Internal Use.
Send appointment notices to all eligible notary applicants with surety bond form. Include date notice sent, beginning and ending date of commission, bond form with name and beginning and end date of commission.	Twice a month. External Use. Propriety. * May be some additional.
Send appointment notices to all eligible notaries DC Gov't applicants. Included date notice sent, beginning and ending date of commission.	Twice a month. External Use. Propriety. * May be some additional.
Claimed Commission list. Check off for those who have come into office and taken oath – "claimed commission."	Ongoing Internal Use
Unclaimed Commission list. Sort those who have not come in to take the oath after 60 days from date of appointment. Ex: Appointment/Commission begins May 15, 2017; person has not come in by July 15, 2017.	Every 60 days -twice a month. Internal Use.
Provide notary information for search for a Notary Public. The public must be able to search by address to locate notaries near the address and also by name. Information should include name, address, phone, and email and expiration date. No government notaries included.	Ongoing External - OCTO
Send emails to existing notaries who commissions will expire in 60 days reminding them of expiration.	60 days before renewal date. External Use
Remove notaries whose commissions have expired to separate list/report.	Annually Internal Use
Report of number of approved notary applications processed.	Weekly (Tues.-Mon.) Internal Use
Report of number of denied notary applications processed.	Weekly (Tues.-Monday) Internal Use
Report of number of authentications processed.	Weekly (Tues.-Monday) Internal Use
Serial Numbers for Apostilles	Ongoing Internal Use
Method of payment for applications and authentications – sorted by type of document.	Ongoing Internal Use

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 from date of award specified on the cover page of this contract through September 30, 2018.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

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

Item No.	Deliverable	QTY	Format/Method of Delivery	Due Date	To Whom
001	Application Source code & libraries (C.5.1.2) and (C.5.1.21.1)	1	Document(s)/Electronic Delivery	Project Delivery	CA
002	Training Materials (C.5.1.21.2)	1	Document(s)/Electronic Delivery	Project Delivery	CA
003	System Manuals (C.5.1.21.3)	1	Document(s)/Electronic Delivery	Project Delivery	CA
004	Architecture Diagrams (C.5.1.21.4)	1	Document(s)/Electronic Delivery	3 weeks from project Kick off	CA

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005	System Diagrams (C.5.1.21.5)	1	Document(s)/Electronic Delivery	3 weeks from project Kick off	CA
006	Project Milestones (C.5.1.21.6)	1	Document(s)/Electronic Delivery	1 week from project kick off	CA
007	License Key(s) for all vendor supported COTS Products (C.5.1.21.7)	1	Document(s)/Electronic Delivery	Project Delivery	CA
008	Vendor Support SLA (C.5.1.21.8)	1	Document(s)/Electronic Delivery	1 month prior to final project delivery.	CA
009	Project Management Plan (Final) (C.5.1.21.9)	1	Document(s)/Electronic Delivery	1 week from project kick off	CA
010	Test Completion Report (C.5.1.22)	1	Document(s)/Electronic Delivery	2 weeks prior to production deployment	CA
011	Implementation & Configuration Document (C.5.1.23)	1	Document(s)/Electronic Delivery	Project Delivery	CA

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

SECTION G: CONTRACT ADMINISTRATION

G1 INVOICE PAYMENT

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

G2 INVOICE SUBMITTAL

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

Office of the Chief Technology Officer
Office of the Controller/Agency CFO
200 I Street SE, 5th Floor
Washington, DC 20003
Telephone: 202.741.5200

- 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;

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G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 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 in accordance with the agreed upon delivery schedule"; 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 _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th 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:

Reginald Whitley
Contracting Officer
Office of Contracting and Procurement
200 I Street, SE 5th Floor
Washington, DC 20003
Phone: 202.478.5867
E-mail: Reginald.Whitley@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACT 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;

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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:

Stephen Miller
Application Development & Operations Program Manager
Office of the Chief Technology Officer
200 I Street SE, 5th Floor
Washington, DC 20003
Telephone: 202.727.0550
E-mail address: Stephenn.Miller@dc.gov

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

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. **2015-4281 Revision 5**, dated **03/17/2017** issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

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

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

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

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

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

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, Disputes**.

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

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

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If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

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

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

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

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (d) To employers that employ less than 11 employees.
- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

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

- 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. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

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

shall provide limits of \$2,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$4,000,000 per occurrence and \$4,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

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

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

- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

Reginald Whitley
Contracting Officer
200 I Street SE, 5th floor
Washington, DC 20003
Phone Number: 202.478.5867
E-mail Address: Reginald.Whitley@dc.gov

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

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2015-4281 Revision 5, dated 03/17/2017
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice
J.4	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.5	DigiDocs Inc. Proposal