GOVERNMENT OF THE DISTRICT OF COLUMBIA **TASK ORDER/DELIVERY ORDER FOR SERVICES** *OFFEROR TO COMPLETE BLOCKS 18 & 29*		1.REQUISITION NUMBER	PAGE 1 of 6

2. TASK ORDER AGREEMENT NO. CW94407	3. Award/Effective Date See Block 30c.	4. CONTRACT NUMBER CW55235	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CONTACT Email: Jorge.delcid@dc.gov	A. NAME Jorge Delcid	B. TELEPHONE (No Collect Calls) 202-734-2770	8.OFFER DUE DATE:

9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4TH Street, N.W., Suite 700 South Washington, D.C. 20001	10. THIS ACQUISITION IS ☐ UNRESTRICTED ☐ SET ASIDE %FOR ☐ SMALL BUSINESS ☐ SMALL DISADV. BUS. ☒ DCSS SIC: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☒ N/A	12. PAYMENT DISCOUNT TERMS Net 30 days

Additional block 10 area: ☐ 13. RESERVED

14. METHOD OF SOLICITATION
☒ RFTOP ☐ RFQ ☐ IFB ☐ RFP ☐ 2-STEP

5. CONTRACTOR / OFFEROR Avid Systems, Inc. 1420 N Street, NW, Suite 102 Washington, DC 20005 202-268-6765	16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer/ Accounts Payable 200 I Street, SE, Room 5410-D Washington, DC 20003
15A DUNS NO. 15B TAX ID NO.	

17. DELIVER TO Office of the Chief Technology Officer 200 I Street, SE, 5th Floor Washington, DC 20003 United States	18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, SE, 5th Floor Washington, DC 20003 United States

18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐	18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19 IEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001-0015	Temporary Personnel Resources (See price schedule in Attachment B)	1	Lot		Estimated $3,964,765

25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.	26. TOTAL AWARD (FOR GOVT. USE ONLY) Estimated $3,964,765

27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE FEDERAL SUPPLY SCHEDULE CONTRACT IDENTIFIED IN BLOCK 4.	28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE FEDERAL SUPPLY SCHEDULE CONTRACT IDENTIFIED IN BLOCK 4.

29A. SIGNATURE OF OFFEROR /CONTRACTOR Esther Lazar, President & CEO	30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) *Chris Yi*

29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) *Esther Lazar*	29C. DATE S IGNED 11/29/2021	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer	30C DATE SIGNED 12-01-2021

1. SERVICES REQUIRED

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Chief Technology Officer (OCTO) seeks to leverage the District of Columbia Supply Schedule to acquire Temporary Personnel to perform specialized duties in the areas of Information Technology.

2. DISTRICT OF COLUMBIA SUPPLY SCHEDULE (DCSS) NUMBER

CW55235

3. TASK ORDER NUMBER

CW94407

4. TERM OF CONTRACT

The base period of performance shall be date of Award through September 30, 2022.

5. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this task order is:

> **Chris Yi**
> **Office of Contracting and Procurement**
> **441 4th Street, NW, Suite 700S**
> **Washington, D.C. 20001**
> **Chris.Yi@dc.gov**

6. AUTHOIZED CHANGES BY THE CONTRACTING OFFICER

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

6.2 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.

6.3 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.

7. CONTRACT ADMINISTRATOR (CA)

7.1 The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract.

In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

> **Jan Whitener**
> **Office of the Chief Technology Officer**
> **200 I Street, SE, Washington, DC 20003**
> **Phone: 202.724.5117**
> **Email: Jan.Whitener@dc.gov**

7.2   It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

7.3   Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, 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.

8.   HOURLY RATE CEILING

8.1   The ceilings for specified hourly rate items are set forth in the Price Schedule (Attachment B).

8.2   The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in the Price Schedule (Attachment B).

8.3   The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.

8.4   The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.

8.5   As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.

8.6   The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in the Price Schedule (Attachment B) and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Price Schedule (Attachment B), until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.

8.7   No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the

District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.

8.8   If any hourly rate ceiling specified in the Price Schedule (Attachment B) is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

8.9   A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in the Price Schedule (Attachment B) unless the change order specifically increases the hourly rate ceilings.

9.   ORDERING

9.1   Any supplies and services to be furnished under this Task Order contract must be ordered by issuance of delivery orders by the CO. Such orders may be issued during the term of this contract.

9.2   All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, including the applicable provisions of Contractor's DC Supply Schedule, the contract shall control.

9.3   If mailed, a delivery order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

9.4   Services to be furnished under this contract will be ordered by the Contract Administrator specified in Section 7.

10.   COMPENSATION AND PAYMENT

10.1   Payment for approved services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Attachment B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

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

10.3   The District will pay the Contractor no later than the thirty (30) calendar days after receiving a proper invoice from the Contractor.

10.4   The Contractor shall be responsible for all timesheet and invoice submissions for purchase orders issued under this Task Order contract, using the following procedures:

    a. Resources shall submit their own weekly timesheets electronically into the Procurement Automated Support System (PASS).

    b. Timesheets shall be submitted by each Resource no later than Monday 6:00 PM eastern standard time for the previous week's work. No paper timesheets will be accepted for payment by the District.

    c. A District Program Manager shall approve the submitted timesheets.

10.5   The District will pay the Contractor only if Resources have provided services during the invoice period and the timesheets have been approved by the appropriate District Program Managers for the reporting period.

11.   ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Task Order reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

12.   INVOICE SUBMITTAL

The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.

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

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

13. 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 6 in accordance with the following:

Item No.	Deliverable	Description	Format/Method of Delivery	Due Date
1	Certified Payroll Report:	Verification of payment information to Subcontractor and Resources including certified checks.	Electronic Delivery	Monthly
2	Active Engagements Report	List of all engaged Resources with Prime Contractor or Subcontractor information, as applicable, for publication to the District's public data website. For each Resource, this report shall identify all contractors in the payment chain from the Prime Contractor to the Resource and the hourly rate being paid to the Resource.	Electronic Delivery	Weekly
3	Disengagement Report	Listing of all Resources disengaged in the reporting month with reason for disengagement	Electronic Delivery	Weekly
4	Labor Report	This report shall identify each Resource category via CLIN number, total hours billed per CLIN and total dollars billed per CLIN.	Electronic Delivery	Monthly
5	Approved Timesheet Report	Listing of all timesheets at a Resource level showing hours worked per day that have been approved by the appropriate Program Manager.	Electronic Delivery	Weekly
6	Non-Disclosure Agreement (NDA)	Per Resource	Electronic Delivery	One (1) week prior to beginning work with the District
7	Background Check	Per Resource	Electronic Delivery	One (1) week prior to beginning work with the District

14. ATTACHMENT

Attachment A – Statement of Work
Attachment B - Price Schedule
Attachment C - Insurance Requirements
Attachment D – Labor Category Mapping

ATTACHMENT A
Statement of Work

A.1   Scope

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Chief Technology Officer (OCTO) seeks to acquire Temporary Personnel to perform specialized duties in the areas of Information Technology.

A.2   Applicable Documents

N/A

A.3   Definitions

A.3.1   Resource: a qualified individual to fill a Candidate Staffing Request (CSR) selected by a Program Manager for an engagement and engaged with a valid purchase order. The Resource shall work under the supervision of a District Program Manager. Unless otherwise noted in the CSR, all Resources will work at agency facilities within the boundaries of the District of Columbia.

A.4   Background

OCTO has an ongoing need to supplement their IT employees with contract staff, for various reasons such as conducting short-term projects and adding technology skills not represented among OCTO's employees.

A.5   Requirements

A.5.1 The Contractor shall provide the following Temporary Personnel to perform, at minimum, the following duties within various OCTO programs:

A)   APPLICATION DEVELOPER A

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 9 years of equivalent experience in a related field. Must have 8 years of programming experience in software development or maintenance. At least 5 years of experience in IT system analysis and programming.

Duties/Responsibilities:
Must be capable of using third and fourth generation or current state of the art IT equipment and languages to develop and prepare diagrammatic plans for solution of business, management, communications, tactical, and strategic problems. Must be able to design detailed programs, flowcharts, and diagrams showing the mathematical computations and the sequence of machine operations necessary to copy and process data and print results. Must be able to verify the

accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

B)   APPLICATION DEVELOPER B

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 9 years of equivalent experience in a related field. Must have 9 years of programming experience in software development or maintenance. At least 6 years of experience in IT system analysis and programming.

Duties/Responsibilities:
Must be capable of using third and fourth generation or current state of the art IT equipment and languages to develop and prepare diagrammatic plans for solution of business, management, communications, tactical, and strategic problems. Must be able to design detailed programs, flowcharts, and diagrams showing the mathematical computations and the sequence of machine operations necessary to copy and process data and print results. Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

C)   COMPUTER SPECIALIST

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 6 years of equivalent experience in a related field. Must have 5 years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis. At least 3 years of experience either as a computer hardware and/or systems software specialist or as a systems analyst with duties relating to the evaluation of third and fourth generation or state of the art computer hardware and software and its ability to support specific requirements for system management or large scale system development and maintenance.

Duties/Responsibilities:
Must be able to determine costs for converting computer systems from one language or machine to another by using compilers, simulators, emulators, and/or language translators and to recommend better utilization of operating systems capabilities for improving system efficiency. Must be able to develop, manage, maintain, and evaluate state of the art computer hardware, software, and software development tools; evaluate their ability to support specific requirements and interface with other equipment and systems; determine potential and actual bottlenecks and propose recommendations for their elimination; and make recommendations for system improvements that will result in optimal hardware and software use.

D)   DATA WAREHOUSE SPECIALIST

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 12 years of equivalent experience in a related field. Must have 10 years of experience in the

development and maintenance of database systems. At least 8 years of experience either as a database administrator or business intelligence specialist. Possesses ability to assume increasing responsibilities in enterprise data warehouse project information system design and management.

Duties/Responsibilities:
Must be able to perform as a Data Warehouse Developer/Administrator on large---scale database management systems, knowledge of computer equipment and ability to develop complex software to satisfy design objectives. Apply an enterprise-wide set of data warehouse disciplines for the planning, analysis, data refinement, design and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise. Develop analytical and computational techniques and methodology for problem solutions.   Perform enterprise-wide strategic systems planning, business information planning, business and analysis. Provide daily supervision and direction to organization.

E)   INFORMATION TECHNOLOGY SENIOR CONSULTANT A

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 8 years of equivalent experience in a related field. Must have 5 years of experience in the IT field. At least 4 years of combined new and related older technical experience in the IT field, including project management and systems architecture.

Duties/Responsibilities:
Develops, plans, organizes, and leads major consulting assignments as well as those requiring a high degree of creativity. Determines objectives and methodology; selects and assigns staff; establishes and monitors schedules and progress, taking corrective action as necessary. Responsible for multiple project output and deliverables. May function as a technical expert on his/her own or other assignments. Responsible for project financial management.

F)   INFORMATION TECHNOLOGY SENIOR CONSULTANT B

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 8 years of equivalent experience in a related field. Must have 6 years of experience in the IT field. At least 5 years of combined new and related older technical experience in the IT field, including project management and systems architecture.

Duties/Responsibilities:
Develops, plans, organizes, and leads major consulting assignments as well as those requiring a high degree of creativity. Determines objectives and methodology; selects and assigns staff; establishes and monitors schedules and progress, taking corrective action as necessary. Responsible for multiple project output and deliverables. May function as a technical expert on his/her own or other assignments. Responsible for project financial management.

G) INFORMATION TECHNOLOGY SENIOR CONSULTANT D

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 8 years of equivalent experience in a related field. Must have 8 years of experience in the IT field. At least 7 years of combined new and related older technical experience in the IT field, including project management and systems architecture.

Duties/Responsibilities:
Develops, plans, organizes, and leads major consulting assignments as well as those requiring a high degree of creativity. Determines objectives and methodology; selects and assigns staff; establishes and monitors schedules and progress, taking corrective action as necessary. Responsible for multiple project output and deliverables. May function as a technical expert on his/her own or other assignments. Responsible for project financial management.

H) INFORMATION TECHNOLOGY SENIOR CONSULTANT E

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 8 years of equivalent experience in a related field. Must have 9 years of experience in the IT field. At least 8 years of combined new and related older technical experience in the IT field, including project management and systems architecture.

Duties/Responsibilities:
Develops, plans, organizes, and leads major consulting assignments as well as those requiring a high degree of creativity. Determines objectives and methodology; selects and assigns staff; establishes and monitors schedules and progress, taking corrective action as necessary. Responsible for multiple project output and deliverables. May function as a technical expert on his/her own or other assignments. Responsible for project financial management.

I) INFORMATION TECHNOLOGY SENIOR CONSULTANT F

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 8 years of equivalent experience in a related field. Must have 4 years of experience in the IT field. At least 3 years of combined new and related older technical experience in the IT field, including project management and systems architecture.

Duties/Responsibilities:
Develops, plans, organizes, and leads major consulting assignments as well as those requiring a high degree of creativity. Determines objectives and methodology; selects and assigns staff; establishes and monitors schedules and progress, taking corrective action as necessary. Responsible for multiple project output and deliverables. May function as a technical expert on his/her own or other assignments. Responsible for project financial management.

J) INFORMATION TECHNOLOGY SENIOR CONSULTANT G

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 8 years of equivalent experience in a related field. Must have 5 years of experience in the IT field. At least 4 years of combined new and related older technical experience in the IT field, including project management and systems architecture.

Duties/Responsibilities:
Develops, plans, organizes, and leads major consulting assignments as well as those requiring a high degree of creativity. Determines objectives and methodology; selects and assigns staff; establishes and monitors schedules and progress, taking corrective action as necessary. Responsible for multiple project output and deliverables. May function as a technical expert on his/her own or other assignments. Responsible for project financial management.

K)   INFORMATION TECHNOLOGY SENIOR CONSULTANT H

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 8 years of equivalent experience in a related field. Must have 9 years of experience in the IT field. At least 8 years of combined new and related older technical experience in the IT field, including project management and systems architecture.

Duties/Responsibilities:
Develops, plans, organizes, and leads major consulting assignments as well as those requiring a high degree of creativity. Determines objectives and methodology; selects and assigns staff; establishes and monitors schedules and progress, taking corrective action as necessary. Responsible for multiple project output and deliverables. May function as a technical expert on his/her own or other assignments. Responsible for project financial management.

L)   PRINCIPAL TECHNICAL SPECIALIST B

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 4 years of equivalent experience in a related field. Must have 6 years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis. At least 5 years of experience either as a computer hardware and/or systems software specialist or as a systems analyst, with experience in system management or large-scale system development and maintenance.

Duties/Responsibilities:
Must be able to provide independent services in specialized technical areas. Additionally must be able to provide expert advice and assistance in state-of-the-art software/hardware solutions, involving hardware of various capacities, multiple operating environments, database management systems, specialized software, and complex software tools and packages. The Principal Technical Specialist may act as a Technical Supervisor, performing analysis and studies, enhancing or implementing system software solutions and performing tests.

M) PRINCIPAL TECHNICAL SPECIALIST C

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 4 years of equivalent experience in a related field. Must have 5 years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.

Duties/Responsibilities:
Must be able to provide independent services in specialized technical areas. Additionally must be able to provide expert advice and assistance in state-of-the-art software/ hardware solutions, involving hardware of various capacities, multiple operating environments, database management systems, specialized software, and complex software tools and packages. The Principal Technical Specialist may act as a Technical Supervisor, performing analysis and studies, enhancing or implementing system software solutions and performing tests.

N) SENIOR SYSTEMS ENGINEER A

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 10 years of equivalent experience in a related field. Must have 8 years of experience in system engineering. At least 5 years of experience in the supervision of systems engineers, and demonstrated use of interactive, interpretative systems with online, real-time acquisition capabilities.

Duties/Responsibilities:
Analyzes information requirements. Evaluates problems in work flow, organization, and planning. Develops appropriate corrective action. Provides daily supervision and direction to staff.

O) SENIOR SYSTEMS ENGINEER C

Education/Experience:
B.A. or B.S. degree in Computer Science, Information Systems or 10 years of equivalent experience in a related field. Must have 9 years of experience in system engineering. At least 6 years of experience in the supervision of systems engineers, and demonstrated use of interactive, interpretative systems with online, real-time acquisition capabilities.

Duties/Responsibilities:
Analyzes information requirements. Evaluates problems in work flow, organization, and planning. Develops appropriate corrective action. Provides daily supervision and direction to staff.

A.5.2   The Contractor shall submit monthly Certified Payroll Reports

A.5.3   The Contractor shall provide a successfully completed background check for each Resource selected to perform services for the District under this Task Order contract. The successfully completed background check shall be a condition of that Candidate's working as a Resource under this Contract. The Background Check criteria shall include, at a minimum, the following:

    a) Criminal record at local, state, and federal levels
    b) Education record – degrees and certifications
    c) Professional credentials
    d) Personal references
    e) Military record
    f) Credit reports
    g) Social Security traces

A.5.4   The Contractor shall provide annual background checks for each engaged Resource working under this Task Order contract.

A.5.5   Each Resource shall execute a Non-Disclosure Agreement (NDA) with the District before beginning work with the District. The Contractor shall deliver the NDA to the District and shall retain the NDA in its records.

A.5.6   Resources shall be available to work on an as-needed basis. For example, a technician may be required to work on a deployment project that lasts a week and will not be needed again until 2 weeks later on a different deployment project.

A.5.7   Resources shall have their own transportation. The main work site shall be OCTO, 200 I Street SE, Washington, DC, 20003, however, resources may be detailed to other District agency locations within the District of Columbia.

A.5.8   If the District determines that an engaged Resource lacks necessary qualifications or demonstrates an inability to perform the duties requested, the Contractor shall disengage the Resource at the direction of the Program Manager.

A.5.9   Any Resource not present to work for two consecutive days should be replaced by a new Resource at the discretion of the District.

A.5.10 Resources shall submit weekly timesheets into the District's Procurement Automated Support System (PASS) for approval by their supervisory Program Manager. Timesheets shall be submitted no later than 6 PM each Monday for the previous weeks work. Once a week a CSV file containing approved timesheet information will be sent to the Contractor. The CSV file shall contain:

    a) Timesheet ID
    b) Ending date
    c) Status
    d) PO number
    e) Total hours reported
    f) Resource name

   g) Agency name,
   h) Hourly NTE rate
   i) Position title
   j) Total funds expended
   k) Hours reported by day (Sunday – Saturday).

A.5.11 The Office of the Chief Technology Officer shall provide laptop and PDA as required.

A.5.12 The Contractor shall submit invoices each billing period as defined in Section 10. The District will use PASS or other payment system as required and its automated three- way matching to generate payments to the Contractor. The District shall pay the Contractor using electronic funds transfer.

A.5.13 Resource(s) shall acknowledge that any concept, document, idea, system, solution or any other product developed as part of the deliverables assigned under the engagement shall be the intellectual property of the District. Neither the Resource nor its vendor has rights to access or use District Intellectual Property (IP) beyond the scope for which it was originally intended. The Resource and its vendor are prohibited from sharing any IP.

A.5.14 OCTO Program Managers will make the final selection of the temporary personnel based on resumes and resource interviews.

A.5.15 The District reserves the right to hire any Resource at any time without any additional charge to the District.

A.5.16 If, at any time, the District or the Contractor discovers that a Resource placed under this contract has a criminal record that includes a felony or misdemeanor involving terrorist behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise job-related within the past five (5) years, the Contractor shall immediately dismiss the Resource. The Contractor shall immediately notify the District, and the District will then remove any access privileges already given to the Resource and will not permit that Resource remote access.

A.5.17 The Contractor shall submit a monthly Labor Report.

A.5.18 The Contractor shall submit, at minimum, two (2) week notice prior to the voluntary disengagement of any Resource.

A.5.19 The Contractor shall submit weekly Engagement and Disengaged reports in Microsoft Excel format.

ATTACHMENT B
Price Schedule

B.1   The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Chief Technology Officer (OCTO) seeks to acquire Temporary Personnel to perform specialized duties in the areas of Information Technology.

B.2   The District contemplates award of a fixed unit price (labor hour) contract.

B.3   Price Schedule – Labor Hour

B.3.1   Base Year (12/1/2021 through 9/30/2022)

Contract Line Item Number	Labor Category	Hourly Labor Rate	Estimated Labor Hours	Total Estimated Amount
0001	Application Developer A	$94.73	3500	$331,555.00
0002	Application Developer B	$91.17	1750	$159,547.50
0003	Computer Specialist	$82.01	1750	$143,517.50
0004	Data Warehouse Specialist	$95.23	1750	$166,652.50
0005	Information Technology Senior Consultant A	$106.05	3500	$371,175.00
0006	Information Technology Senior Consultant B	$105.80	1750	$185,150.00
0007	Information Technology Senior Consultant D	$112.63	1750	$197,102.50
0008	Information Technology Senior Consultant E	$113.03	1750	$197,802.50
0009	Information Technology Senior Consultant F	$95.23	1750	$166,652.50
0010	Information Technology Senior Consultant G	$92.00	3500	$322,000.00
0011	Information Technology Senior Consultant H	$117.13	1750	$204,977.50
0012	Principal Technical Specialist B	$81.26	1750	$142,205.00
0013	Principal Technical Specialist C	$78.00	3500	$273,000.00
0014	Senior Systems Engineer A	$130.58	3500	$457,030.00
0015	Senior Systems Engineer C	$136.35	3500	$477,225.00
		Estimated Total		$3,795,592.50

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

ATTACHMENT C: Insurance Requirements:

INSURANCE

    A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

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

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

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

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

   The vendor should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

   OCP should collect, review for accuracy and maintain all warranties for goods and services.

2. <u>Automobile Liability Insurance</u> – 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. <u>Workers' Compensation Insurance</u> – 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.

   <u>Employer's Liability Insurance</u> – 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 $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.

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) $10,000,000 per occurrence and $10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

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

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District 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

Chris Yi
Office of Contracting and Procurement
200 I St., SE, Washington, D.C. 20003
Telephone: 202.724.5069
E-mail: Chris.Yi @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 District.

Attachment D: DCSS CW55235 Labor Category Mapping

OCTO Labor Category	DCSS ITEM	Equivalent DCSS Labor Category
Application Developer A	AVID-SCS	Senior Computer Specialist A
Application Developer B	AVID-AD	Application Developer
Computer Specialist	AVID-CS	Computer Specialist C
Data Warehouse Specialist	AVID-DWS	Data Warehouse Specialist
Information Technology Senior Consultant A	AVID-ITSC	Information Technology Senior Consultant D
Information Technology Senior Consultant D	AVID-ITSC	Information Technology Senior Consultant E
Information Technology Senior Consultant E	AVID-SCS	Senior Computer Specialist D
Information Technology Senior Consultant F	AVID-ITSC	Information Technology Senior Consultant B
Principal Technical Specialist B	AVID-CS	Computer Specialist B
Senior Systems Engineer A	AVID-SSE	Senior Systems Engineer A
Senior Systems Engineer C	AVID-SSE	Senior Systems Engineer B
Information Technology Senior Consultant H	AVID-PC	Principal Consultant A
Information Technology Senior Consultant B	AVID-ITSC	Information Technology Senior Consultant C
Information Technology Senior Consultant G	AVID-ITSC	Information Technology Senior Consultant A
Principal Technical Specialist C	AVID-CS	Computer Specialist A