


<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption <b>Delinquent Debt Collection Services</b>		Page of Pages 1   99		
2. Contract Number		3. Solicitation Number <b>CFOPD-23-R-036</b>		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued September 25, 2023	
				6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:			
7. Issued By: Office of the Chief Financial Officer Office of Contracts and Procurement 1100 4th Street, SW, Room 620E Washington, DC 20024				8. Address Offer to: Office of Chief Financial Officer Office of Contracts and Procurement 1100 4th Street, SW, Room 620E Washington, DC 20024			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>redacted</u> copy for furnishing the supplies or services in the Schedule will be received by the point of contact on Page 1 of this solicitation  via the Gateway portal, pursuant to Section L.12, until <u>2:00PM</u> local time <u>November 20, 2023</u> (Hour) (Date)							
10. For Information Contact	A. Name Carla Roane		B. Telephone (Area Code) 202 (Number) 442-6452 (Ext)			C. E-mail Address <a href="mailto:carla.roane@dc.gov">carla.roane@dc.gov</a>	
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
 Government of the District of Columbia			<b>Office of the Chief Financial Officer</b>				

## SECTION B

### CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

#### **B.1 GENERAL INFORMATION**

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of Office of Finance and Treasury (OFT) (the “District”) is seeking a contractor to provide primary collection services and an accounts receivable system for delinquent debt collection of non-tax debts owed to the Government of the District of Columbia (Scope A). The District will ultimately convert to secondary collection services only (Scope B).

#### **B.2 CONTRACT TYPE**

The District will award a requirements contract with prices based on a fixed percentage, contingency fee, and fixed unit prices.

#### **B.3 ALL-INCLUSIVE PRICING**

The stated Price Per Unit for each Contract Line-Item Number (CLIN) shall be fixed, inclusive of all of the Contractor’s direct cost, indirect cost, and profit; including travel, material, and delivery costs. The price shall include all cost associated with the services described in and required by the Contract. The Total Estimated Price shall represent the price ceiling, fixed fee, or not to exceed amount of the Contract.

#### **B.4 REQUIREMENTS CONTRACT**

- B.4.1 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated in this Pricing Schedule reflect the best estimates available. The District does not guarantee that the Contractor will receive the estimated quantity. The estimated quantities are in terms of estimated revenue to the District derived from collection services of the Contractor. Estimates provided are a guide only and actual volume can fluctuate drastically.
- B.4.2 The Contractor’s contingency fee for Delinquent Collection Services for Debt shall be the Contractor’s all-inclusive compensation for providing all services required in the Contract, with the exception of the System Maintenance and Optional Interfaces.
- B.4.3 For Medical Debt,
- i. The Contractor’s compensation for Self-Pay and Balance Due after Insurance Coverage Claims shall be capped at \$2,500 per claim.
  - ii. For example: If a Contractor collects \$30,000 for a Self-Pay claim and the Contractor’s contingency fee is 9% for that collection type, even though 9% of \$30,000 is \$2,700 the Contractor will be paid \$2,500 due to the cap specified in this section.
- B.4.4 The Contractor’s price for System Maintenance shall be the Contractor’s all-inclusive compensation for providing an accounts receivable system as required in the Contract.

**I. SCOPE A PRICE SCHEDULE**

**B.5 PRICE SCHEDULE – REQUIREMENTS – SCOPE A**

**B.5.1 Base Year**

<b>Contract Line-Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Revenue Collected</b>	<b>Contingency Fee (%) Based on Actual Collection By Contractor</b>	<b>Extended Total</b>
001	Primary Delinquent Collection Services for Debt	\$30,509,000*	____%	\$_____
<b>CLIN</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Total</b>
002	System Maintenance	12 months	\$_____	\$_____
<b>Base Year Total</b>				\$_____

\*Based on projections in the Annual Comprehensive Financial Report (ACFR) General Purpose Non-Tax Revenue by Source, Fiscal Years 2022-2027

**B.5.2 Option Year 1**

<b>Contract Line-Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Revenue Collected</b>	<b>Contingency Fee (%) Based on Actual Collection By Contractor</b>	<b>Extended Total</b>
101	Primary Delinquent Collection Services for Debt	\$29,902,000*	____%	\$_____
<b>CLIN</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Total</b>
102	System Maintenance	12 months	\$_____	\$_____
<b>Option Year One Total</b>				\$_____

\*Based on projections in the Annual Comprehensive Financial Report (ACFR) General Purpose Non-Tax Revenue by Source, Fiscal Years 2022-2027

**B.5.3 Option Year 2**

Contract Line-Item No. (CLIN)	Item Description	Estimated Revenue Collected	Contingency Fee (%) Based on Actual Collection By Contractor	Extended Total
201	Primary Delinquent Collection Services for Debt	\$29,304,000*	___%	\$_____
CLIN	Item Description	Estimated Quantity	Unit Price	Extended Total
202	System Maintenance	12 months	\$_____	\$_____
<b>Option Year One Total</b>				\$_____

\*Based on projections in the Annual Comprehensive Financial Report (ACFR) General Purpose Non-Tax Revenue by Source, Fiscal Years 2022-2027

**II. SCOPE B PRICE SCHEDULE**

**B.6 PRICE SCHEDULE – SCOPE B**

**B.6.1 Option Year 3**

Contract Line-Item No. (CLIN)	Item Description	Estimated Revenue Collected	Contingency Fee (%) Based on Actual Collection By Contractor	Extended Total
301	Secondary Delinquent Collection Services for Debt	\$15,254,500	___%	\$_____

**B.6.2 Option Year 4**

<b>Contract Line-Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Revenue Collected</b>	<b>Contingency Fee (%) Based on Actual Collection</b>	<b>Extended Total</b>
401	Secondary Delinquent Collection Services for Debt	\$12,206,000	____%	\$_____

**B.6.3 Option Year 5**

<b>Contract Line-Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Revenue Collected</b>	<b>Contingency Fee (%) Based on Actual Collection</b>	<b>Extended Total</b>
501	Secondary Delinquent Collection Services for Debt	\$9,152,000	____%	\$_____

**B.6.4 Option Year 6**

<b>Contract Line-Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Revenue Collected</b>	<b>Contingency Fee (%) Based on Actual Collection</b>	<b>Extended Total</b>
601	Secondary Delinquent Collection Services for Debt	\$7,627,000	____%	\$_____

**III GENERAL PRICE SCHEDULE**

**B.7 OPTIONAL INTERFACES**

B.7.1 The District reserves the right to exercise optional interfaces during any period of the Contract term. The District and the Contractor will execute a contract modification with a detailed scope that includes the total not-to-exceed hours for the specific interface work which notifies the Contractor of the exercise of the option.

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B.7.2 The Contractor shall provide below a blended hourly rate for optional interface work that can be applied during any Contract period.

<b>Contract Term</b>	<b>Optional Interface Hourly Rate</b>
Base Year	\$ _____
Option Year 1	\$ _____
Option Year 2	\$ _____
Option Year 3	\$ _____
Option Year 4	\$ _____
Option Year 5	\$ _____
Option Year 6	\$ _____

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE**

- C.1.1 The District of Columbia Office of the Chief Financial Officer, Office of Contracts (District), on behalf of OFT is seeking a contractor to provide primary collection services and an account receivables system for delinquent debt collection of non-tax debts owed to the Government of the District of Columbia (Scope A). The District will ultimately convert to requiring secondary collection services only (Scope B).
- C.1.2 The District initially requires the Scope A requirements for primary collection services and an accounts receivable system under, as specified in the subsection headers. The District will exercise the option period for Scope B requirements for secondary collection services only to transition from Scope A requirements to Scope B requirements. The general requirements, unspecified as being for Scope A or Scope B in the subsection header, will be applicable for all periods of the Contract.

**C.2 BACKGROUND**

- C.2.1 The Government of the District of Columbia Office established a Central Collection Unit (CCU) to collect non-tax debts owed to the District under the Office of the Chief Financial Officer (OCFO), OFT. The CCU is responsible for the collection of all assigned delinquent debt that is 90 days or older and may include fines, fees and penalties, due to the District other than taxes, child support, and certain other debts. Debtors assigned to the Contractor for delinquent collection services could include debtors from various demographic locations.
- C.2.2 The CCU is tasked to collect the delinquent debt for all District agencies. Currently, CCU is collecting for 13 agencies, the ten agencies identified in C.2.4, plus Office of the State Superintendent of Education (OSSE), Department of Buildings (DOB) and Department of Corrections (DOC) with collections beginning in FY23. The type of debts currently collected include photo, parking and moving violations, civil, legal and permit infractions, unpaid license fees, tuition fees, ambulance and other medical bills for these District agencies. The 13 agencies for who the CCU is currently collecting delinquent debt represent approximately 25% of the total District agencies. The goal is to have all District agencies participating.
- C.2.3 The following information represents the number of calls received and amount of debt assigned to CCU and collected from Fiscal Year 2020 through 2022.

Fiscal Year	Total Number of Calls Received	Debt Collected
FY 2020	2,524,559	\$34,679,515
FY 2021	6,663,153	\$34,796,942

FY 2022	7,418,155	\$34,127,705
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C.2.4 The following information represents the gross amount of debt assigned by agency and collected by CCU from Fiscal Year 2020 through 2022:

<b>Agency</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>
Department of Motor Vehicles (DMV)	\$29,771,867	\$31,613,376	\$30,891,113
Department of Consumer and Regulatory Affairs (DCRA)	\$60,472	\$208,611	\$172,862
Department of Energy and Environment (DOEE)	\$13,070	\$1,500	\$4,152
Fire and Emergency Medical Service (FEMS)	\$20,639	\$500,886	\$133,608
Metropolitan Police Department (MPD)	\$100,091	\$246,172	\$288,168
Office of the Attorney General (OAG)	\$11,433	\$279,324	\$89,600
Office of Finance and Treasury (OFT)		\$83,618	\$65,404
Board of Ethics and Government Accountability (BEGA)		\$600	\$4,723
Office of Planning (OP)		\$10,540	\$20,467
Alcoholic Beverage Regulation Administration (ABRA)			\$2,866

C.2.5 OFT is the District Agency that manages the financial assets and liabilities of the Government of the District of Columbia. The core financial assets are cash, equivalents and accounts receivable; and the core financial liabilities are debt and accounts payable.

C.2.6 United Medical Center (UMC) a/k/a The Not-For-Profit Hospital Corporation is District owned and operated public hospital in the District of Columbia. The pre-delinquent collections of the medical invoices are processed by the hospital or another service provider for insurance and Medicare reimbursements. The unpaid debts that are Self-Pay or balance due in excess of insurance coverage amounts for services rendered, herein referenced to as Medical Debt, are referred to the CCU after pre-delinquent collection efforts at UMC.

**C.3 CCU CONVERSION APPROACH**

C.3.1 The CCU current state of operations is to outsource part of its collection of the District’s unpaid debt to the Contractor as an external collection agency. The CCU will also use the Contractor’s system as the CCU’s system of record for the recording of the collections, reporting and reconciliation of paid and unpaid debt.

C.3.2 The CCU is planning to source its own debt management system of record in the future and to establish an in-house team for primary collection of delinquent debt.

C.3.3 In the future state, any debt that has not been collected by the CCU team after 180 days of in-house collection attempts will be sent to multiple external collection agencies (the Contractor



and another contractor) for secondary collection attempts to maximize the collection of the debt owed to the District.

C.3.4 The outsourced collection agencies will each have 180 days to collect on the assigned debt.

C.3.5 Any uncollected debt will be returned to CCU after 180 days.

C.3.6 After the initial debt assignment to the collection agencies, the agency’s performance and collection rate will be analyzed. Any subsequent debt assignment will be based on the collection agency’s performance and collection rate.

C.3.7 The CCU conversion approach includes two scopes:

a. Scope A: requirements for the primary collection services and the accounts receivable system

i. The Contractor shall provide the primary collection services and the accounts receivable system.

ii. The Contractor shall be able to transition from Scope A to Scope B.

b. Scope B: requirements for secondary collection services only

i. The Contractor provides secondary collection services for the delinquent accounts already processed by CCU staff in house for a specific period.

**C.4 APPLICABLE LAW DOCUMENTS**

The following laws are applicable to the performance of the required services and are hereby incorporated by this reference.

Item No.	Document Type	Title	Date/Version
1	Public Law	Fair Credit Reporting Act, 15 USC §§1681, et seq. <a href="http://www.ftc.gov/os/statutes/031224fcra.pdf">http://www.ftc.gov/os/statutes/031224fcra.pdf</a>	Most Recent
2	Public Law	Federal Fair Debt Collection Practices Act 15 USC §§ 1692, et seq. <a href="http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre27.pdf">http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre27.pdf</a>	Most Recent
3	Public Law	Delinquent Debt Recovery Act, D.C. Code §§ 1-350.01 — 1-350.12 et. seq. <a href="https://code.dccouncil.gov/us/dc/council/code/titles/1/chapters/3/subchapters/XVII">https://code.dccouncil.gov/us/dc/council/code/titles/1/chapters/3/subchapters/XVII</a>	Most Recent

4	Public Law	D.C. Consumer Credit Protection Act, D.C. Code §§ 28-3801 - 28-3816, as amended; Debt Collection Law, D.C. Code § 28-3814, as amended. <a href="https://code.dccouncil.gov/us/dc/council/code/titles/28/chapters/38/subchapters/I">https://code.dccouncil.gov/us/dc/council/code/titles/28/chapters/38/subchapters/I</a>	Most Recent
5	Public Law	NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 <i>et seq</i> <a href="https://code.dccouncil.gov/us/dc/council/laws/23-185">https://code.dccouncil.gov/us/dc/council/laws/23-185</a>	Most Recent

**C.5 DEFINITIONS**

The following terms when used herein have the following meaning:

- C.5.1 Assigned Debt – A referral by the District agency of delinquent debts to the Central Collection Unit for collections.
- C.5.2 Claims – Debtor accounts of charges accumulated through the provision of the medical services performed by The Not-For-Profit Hospital Corporation to an individual presenting themselves before the hospital for purposes of receiving such services in which the account is in a state of delinquency by the definitions and standards of The Not-For-Profit Hospital Corporation.
- C.5.3 Contractor – The vendor awarded to perform delinquent collection services and provide an accounts receivable system pursuant to this Contract.
- C.5.4 Contingency Fee – The Contractor’s compensation for Contract services, with the exception of System Maintenance and Optional Interfaces, calculated from the percentage stated in Section B, as applicable based on provisions of the Contract, to actual revenue dollars received by the District as a result of the Contractor’s efforts.
- C.5.5 Debtor – Any person that owes a financial obligation to a District agency that remains unpaid more than 90 days.
- C.5.6 Debts – Unpaid or partially paid tickets, fines, fees for services, or assessments.
- C.5.7 Delinquent Debt – Any financial obligation owed by a person or entity to a District agency that remains unpaid more than 90 days after it was due.
- C.5.8 Legacy Debt – Debts older than three years.
- C.5.9 Primary Collection – For Scope A, attempts to derive payment by the CCU Contractor. For Scope B, attempts to derive payment by the CCU prior to assignment to a Contractor under Scope B requirements for secondary collection efforts.
- C.5.10 Real Time Processing – Real-time data processing is the execution of data in a short time

period, providing near-instantaneous output. The District requirement for near-instantaneous output is with a maximum lag time acceptable for updates to delinquent debtor records of no longer than five minutes.

- C.5.11 Secondary Collections – Attempts to derive payment on assigned debts after 180 days of unsuccessful primary collection efforts by the CCU. The collections process begins when the Contractor receives a file from the CCU under Scope B.

## **I. SCOPE A REQUIREMENTS**

### **C.6 REQUIREMENTS – SCOPE A**

- C.6.1 The Contractor shall provide primary delinquent collection services for non-tax debts owed to the Government of the District of Columbia as required by this Contract.
- C.6.2 The Contractor shall provide an accounts receivable system for designated CCU personnel access. The Contractor's system shall function as CCU's accounts receivable system and system of record to manage debt collections, generate reports, collect payments, manage daily customer relationship matters, and disseminate correspondence.
- C.6.3 The Contractor shall maintain all hardware and software associated with the Contractor's system.
- C.6.4 The Contractor shall maintain a license to do business as a collection agency in the District of Columbia and all states for the term of the Contract as debts assigned will include in-state and out-of-state debtors.
- C.6.5 All data provided by the District of Columbia, its agencies, departments, or personnel is a sole property of the District of Columbia and shall not be used by the contractor except for in the process of collection of district debt.

### **C.7 TEMPLATES AND FORMS – SCOPE A**

- C.7.1 The Contractor's system shall provide for all CCU related forms, templates, letters, and any other CCU correspondence to be generated within the Contractor's system. The Contractor's system shall allow CCU staff to access all CCU documents and information and associate documents and the information to debtor files. The Contractor's system shall be able to pre-populate certain data on templates and forms.
- C.7.2 The system shall allow for documents to be printable in hardcopy for external use such as executed with signatures, then scanned into the Contractor's system, and associated with the debtor's file.

- C.7.3 The Contractor's system shall provide the capability for CCU staff to create, edit, access, and populate templates, letters, and forms documents within the Contractor's system. The templates and forms shall include, but not limited to:
- a. Payment Agreements
  - b. Installment Agreement form templates
  - c. Payroll Deduction forms
  - d. Settlement Agreement form templates for single payment or multiple payment settlements
  - e. Recorder of Deeds Lien Request and Lien Release forms
  - f. Office of Pay and Retirement Services (OPRS) Payroll Deduction form templates
  - g. Release of District Employee Wage Attachment forms
- C.7.4 The Contractor's system shall also allow other external documents to be upload-able to the system, able to be associated with the debtor information, and retrievable within the Contractor's system.
- C.7.5 The Contractor's system shall allow the CCU personnel to assign specific case numbers and other unique identifiers to documents and debtor records for tracking and recordkeeping purposes.

**C.8 NEW DEBT ACCOUNTS FILES AND UPDATE FILES – SCOPE A**

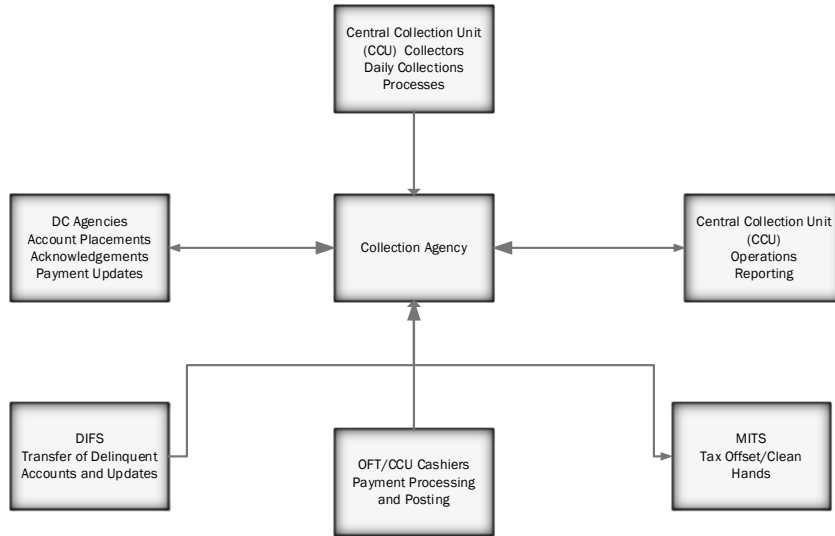
- C.8.1 The Contractor shall receive new debt accounts file transfers directly from the District agencies based on the agency's schedule which will be weekly, monthly, or other frequency as approved by the COTR. The District anticipates DMV and UMC will transmit weekly and the other agencies monthly.
- C.8.2 The Contractor shall receive the file with various fields of information that may include, but are not limited to, the agency name, account number, citation/invoice number, date, debtor name, address, phone number, description/type of debt, amount of debt, debits or credits, penalties, payment amounts, payment method, payment account type, payment date, services suspended (Y or N), and other information as required. The Contracting Officer Technical Representative (COTR) will define the file format and fields for each file to be received or sent by the Contractor.
- C.8.3 The Contractor shall receive data files from District agencies in varying formats to include, but not limited to, Excel spreadsheets, Word documents, XML with XSD, and other electronic formats.
- C.8.4 The Contractor will receive an update file of payments from each District agency consisting of the payment received by the agency including point of sale, lockbox, and offset payments. Frequency of update files will be agreed upon by CCU and the applicable District agency but will vary from one agency to another agency.

- C.8.5 The Contractor shall perform the transformation of agency data of all the data fields in the record from the agencies, if required and store the data within the Contractors system, ensuring Payment Card Industry (PCI) and Personally Identifiable Information (PII) standards are met.
- C.8.6 The Contractor shall scrub and skip trace data files from agencies and update them with Social Security Numbers (SSN) and Employer Identification Numbers (EIN) using internal or external tools and resources with return results within 10 -14 days. The Contractor shall send the improved data file in the format required by the District to the CCU for the specific use for payments, tax refund offsets and Clean Hands.
- C.8.7 The Contractor shall update addresses for the data received from agencies as necessary. The Contractor shall store the updated address with any previous address on record.

**C.9 FILE TRANSMISSION – SCOPE A**

- C.9.1 The Contractor’s system shall provide Real-Time data processing for DMV accounts and any other District agencies as determined by the CCU, so that transactions in the Contractor’s system are updated into the agency’s system in real-time.
- C.9.2 The Contractor’s system shall perform batch processing, batch controls, and have the ability to separate batch data based on specific data attributes.
- C.9.3 The Contractor will receive from the agencies an update of the assignment file that includes status changes such as payment, temporary suspension of collection activity, enrollment in an installment payment plan, vehicle immobilization, debtor is deceased, statute of limitations, or other as deemed appropriate. The format shall be accepted as provided. The Contractor shall receive the status changes at the frequency determined by the agency and the CCU. The COTR will determine the frequency of status change files which could be daily, or any other frequency.
- C.9.4 The Data Flow Diagram below provides the flow of data files between the Contractor and the District agencies. Each individual agencies will be responsible to enter their data into DIFS.
- C.9.5 Data Flow Diagram:

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C.9.6 The payment update files from the Contractor shall, at minimum, contain the following indicators, and accommodate additional indicators as required by the District:

- a. Unique Account Identifier
- b. Originating Agency
- c. Originating Agency Account Number
- d. Business/Individual Name
- e. Address
- f. Original Amount Owed
- g. Amount Received
- h. Date Received
- i. Balance
- j. Location payment received i.e. agency, the Contractor, or the CCU

**C.10 COLLECTION FEE – SCOPE A**

C.10.1 The District has adopted legislation that permits the addition of a collection fee by the District to be added to all outstanding debt balances. The collection fee is subject to the contingency fee provision for the Contractor payments.

C.10.2 The collection fee will be in some agencies' placement file; identified by a specified data field. The collection fee shall be added to the debt by the Contractor for the placement files that do not include the collection fee, excluding medical debt from UMC.

C.10.3 The collection fee amount and any updates will be provided to the Contractor in writing by the COTR.

**C.11 DISTRICT AND FEDERAL OFFSET PAYMENTS – SCOPE A**

- C.11.1 The District has legal authority to intercept District-issued refunds of payments to offset debts. The Contractor will be notified of offset payments through the daily payment updates files by the agencies who are currently offsetting tax refunds from Office of Tax and Revenue (OTR).
- C.11.2 The Contractor shall, after the skip tracing for SSN and EIN as described in Section C.8.6, send a file of all outstanding debt to OTR’s system using a secure file transfer process, for offsetting debtor’s tax refunds.
- C.11.3 The Contractor shall receive an update file from the Office of Tax and Revenue (OTR)’s system using a secure file transfer process for the payments received via the tax offset and update Contractor’s system with the information.
- C.11.4 Initially, the offset payments will include interception of the debtor’s District income tax refund. In the future, offset of a payment to a debtor that is a vendor doing business with the District, interception of the debtor’s Federal income tax refund where permitted, and any other offsets permitted by law will be added.
- C.11.5 The Contractor shall return to the District the debtor’s file for which the offset pays the debt balance in full and stop any collection efforts. The Contractor shall continue to collect on any remaining balance.
- C.11.6 In the event the CCU offsets any DC or Federal tax refund, Vendor payment, or any DC payments attributable to a special collection initiative (ex: bank attachment) against the amount owed on an account assigned to the Contractor, the CCU shall notify the Contractor of the amount of the payment. The Contractor shall not be entitled to a fee on the offset or collection.

**C.12 CONTRACTOR’S SYSTEM – SCOPE A**

- C.12.1 The Contractor’s system shall allow for flexibility within the application for future changes in file types and layouts as required by the District. The Contractor’s system shall provide the files and layouts as required by the District.
- C.12.2 As data is transmitted, the Contractor shall ensure security requirements are met for PII and PCI requirements. The Contractor shall transmit data through a secure file transfer protocol approved by the COTR and shall ensure data is encrypted and stored.
- C.12.3 The Contractor’s system shall be able to receive files from all District agencies in the format as provided.
- C.12.4 The Contractor shall provide CCU personnel access to the Contractor’s system to allow CCU personnel to accurately process debtor accounts for posting payments, or to answer any questions from the debtor, simultaneously with Contractor staff and to access information pertaining to these accounts on an “as needed” basis. The CCU personnel will comply with security standards required by the Contractor.

- C.12.5 The CCU personnel will not actively contact the debtors for collections. If the debtor contacts the CCU, the CCU personnel will accept payments from debtors and notify the Contractor. The debt file for the debtor will be withdrawn from the Contractor.
- C.12.6 If CCU personnel collects the payment from the debtor, the Contractor shall not be entitled to the Contingency Fee for the account. If a payment has been collected by the Contractor prior to the CCU withdrawing the account, the Contractor shall be entitled to the Contingency Fee on said payment.
- C.12.7 The CCU and the Contractor personnel will not simultaneously work an account. When the CCU determines that the account must be worked internally by CCU personnel, an agreed upon code will be inputted on the account to suspend the Contractor involvement while the CCU personnel actively works the account.
- C.12.8 The Contractor shall provide the District Auditors ‘Read Only’ access to the Contractor’s system for auditing purposes.
- C.12.9 The Contractor shall provide the following District personnel access to the system:

<b>User Role</b>	<b>Access Level</b>
1. CCU Collection Agent	Read, Write
2. CCU Collection Supervisor	Read, Write
3. CCU Manager	Read, Write
4. CCU Program Analyst	Read, Write
5. CCU Accountant	Read Only
6. CCU Quality Assurance Program Analyst	Read, Write
7. CCU Training Analyst	Read Only
8. CCU Cashier	Read, Write
9. CCU General Counsel	Read Only
10. CCU Administrative Support	Read Only
11. CCU Application Administrator	Read, Write
12. CCU Business Analyst	Read Only
13. District Agency AFO	Read Only
14. District Agency POC	Read Only
15. District Auditor	Read Only
16. District IT Support	Read Only

- C.12.10 The Contractor’s system shall provide data warehouse capabilities to allow CCU personnel to create and retrieve data from the data warehouse, perform analytics using operational data, and produce trends and patterns of data.
- C.12.11 The Contractor’s system shall have the functionality to allow CCU personnel to archive and retrieve all CCU data within the Contractor’s system.
- C.12.12 The Contractor’s system shall have the ability to house the source and supporting documentation for the debt accounts.



C.12.13 The Contractor’s system shall allow OFT Cashiering Unit to process and post cash, checks, credit, and debit cards payments to debtor accounts, perform daily cashier reconciliation, and provide customer receipts.

**C.13 ACKNOWLEDGEMENT FILES – SCOPE A**

C.13.1 The Contractor’s system shall allow the CCU to access acknowledgment files for all transmissions the Contractor sends to the District and for all transmissions the Contractor receives from the District agencies. The acknowledgment file, at a minimum, shall include the total dollar amount of the file and the number of records. The COTR will determine the type and format as well as the information included in the file.

C.13.2 When an agency transmits a file to the Contractor, the Contractor shall send an acknowledgement file or report, depending on the agencies’ requirements, the same day received with the number of records and the dollar amount value of the file. This shall be used to validate the file and confirm receipt of all file information.

C.13.3 The form of acknowledgement (e.g., word or electronic file, email, etc.) will be determined by an COTR. Issues or file problems shall be directed to the respective agency sending the file or the CCU. A contact person will be provided for each agency for IT concerns and file related issues.

**C.14 INSTALLMENT PAYMENT PLAN – SCOPE A**

C.14.1 The Contractor is authorized to enter into an installment payment plan permitting customers to pay an agreed dollar amount on a scheduled basis on the total balance due per the following terms (no compromised or settlements on outstanding debts are allowed per Section C.34):

<b>Amount</b>	<b>Down Payment Required</b>	<b>Payment Plan Duration</b>
Debt from \$350 - \$5000	25%	Up to 12 months
Debt above \$5000 – \$15000	25%	Up to 24 months
Debt above \$15,000 - \$30,000	35%	Up to 36 months
Debt above \$30,000	50%	Up to 60 months

C.14.2 If the payment arrangements in the table above are not acceptable and the customer needs further assistance, the Contractor shall refer the customer to the CCU staff.

C.14.3 If the resolution is reached by the CCU personnel and a payment is received from the debtor, the Contractor will not be entitled to the Contingency Fee.

C.14.4 The Contractor’s installment payment plan shall include the suspension of collection activity, including suspension of referrals to credit bureaus for participating customers as long as the debtor maintains the payment terms contained in the installment payment plan agreement.

- C.14.5 The establishment and maintenance of these plans and any customer service and payment issues raised by customers shall be handled by the Contractor. At the end of Scope A, all active installment payment plans shall be transferred to CCU's system of record and the Contractor shall not be entitled to the Contingency Fee.
- C.14.6 The Contractor shall apply its Contingency Fee on installment plan payments in accordance with the Contingency Fee provisions.
- C.14.7 The Contractor's system shall allow CCU personnel to establish payment plans with direct involvement with the debtor. The documentation and follow up for these will be handled by the CCU. If any of the debts to be included in these payment plans have been assigned to the Contractor, the District will suspend collection activity and will subsequently recall the debt. The payment plans established by CCU will not be eligible for a Contingency Fee.
- C.14.8 Installment plan recipients shall be able to have payments directly debited from their personal bank account or card. The Contractor shall provide a National Automated Clearinghouse Association (NACHA) format in which to initiate the debit monthly. All fees associated with the Credit Card payments or ACH payments are the responsibility of the Contractor.

**C.15 SUSPENSION OF COLLECTION EFFORT – SCOPE A**

- C.15.1 The Contractor will be authorized to make collection efforts once assigned a debt. If a debt is deemed uncollectible due to bankruptcy, death or other reason as determined by the Contractor or the COTR, it shall be documented as uncollectible in the Contractor system.
- C.15.2 The Contractor shall suspend action on any debt account assigned for collection upon notification to suspend by the COTR and update the account history and debtor information with the Contractor's collection efforts to date.
- C.15.3 The Contractor shall also suspend collection efforts in the event the Contractor receives notice that any proceeding under the federal bankruptcy code has been filed by the debtor. The Contractor shall update the customer's record with all details of the proceeding including the bankruptcy notice, case number, chapter, court district, and date filed.
- C.15.4 All payments received prior to the debt being deemed uncollectible or notification that collection efforts shall be suspended, are eligible for the Contractor to receive its contingency fee.

**C.16 DISASTER RECOVERY PLAN – SCOPE A**

- C.16.1 The Contractor shall maintain a Disaster Recovery Plan, approved by the COTR, to be provided at the time of the contract signing that includes the necessary actions and timeline to ensure the continuity of operations and data integrity is maintained during emergency situations. The Disaster Recovery Plan shall support CCU personnel's access to the Contractor's system to conduct operations during normal business hours; 8:00am to 6:00pm, Monday through Friday.

## **II SCOPE B REQUIREMENTS**

### **C.17 REQUIREMENTS – SCOPE B**

- C.17.1 The Contractor shall provide secondary collection services for non-tax debts owed to the Government of the District of Columbia as required by this Contract.
- C.17.2 After 180 days of unsuccessful in-house primary collection attempts by the CCU, the District will refer delinquent accounts for secondary collection.

### **C.18 DEBT ACCOUNTS FILES AND UPDATE FILES – SCOPE B**

- C.18.1 The Contractor shall receive new debt accounts file transfers directly from the CCU based on the CCU's schedule which will be weekly, monthly, or other frequency approved by COTR.
- C.18.2 The COTR will define the file format and fields for each file to be received or sent by the Contractor.
- C.18.3 The Contractor shall receive data files from the CCU in varying formats to include, but not limited to, Excel spreadsheets, Word documents, XML with XSD, and other electronic formats.
- C.18.4 There may be debt files that the CCU has attempted to collect on that are not in an electronic format, i.e., hardcopy. The Contractor shall transform paper documents into an electronic format as determined and approved by the COTR, to perform collections services. Any costs for transformation of data shall be included in the Contractor's overall pricing.
- C.18.5 The Contractor will receive an update file of payments from the CCU consisting of the payments received by the CCU including the point of sale, lockbox, and offset payments so the Contractor may update their system and stop or modify the collection attempts accordingly. Frequency of update files will be agreed upon by the COTR.

### **C.19 FILE TRANSMISSION – SCOPE B**

- C.19.1 The Contractor's system shall provide real-time data processing for all delinquent debt accounts as determined by the COTR so that the debt accounts in the system can be updated with the most recent payment information and send the payment information to CCU via the batch file transmission/upload at a mutually agreed upon batch file transmission so that transactions in the CCU system are updated.
- C.19.2 The Contractor's system shall perform batch processing, batch controls, and separate batch data based on specific data attributes to send the payment updates to CCU.
- C.19.3 The Contractor will receive from the CCU an update of the assignment file that includes status changes such as payment, temporary suspension of collection activity, enrollment in an

installment payment plan, vehicle immobilization, debtor is deceased, statute of limitations, or other as deemed appropriate. The format shall be accepted as provided. The CCU will determine the frequency of status change files which could be daily or any other frequency.

- C.19.4 The payment update files from the Contractor shall, at minimum, contain the following indicators, and accommodate additional indicators as required by the District:
- a. Unique Account Identifier
  - b. Originating Agency
  - c. Originating Agency Account Number
  - d. Business/Individual Name
  - e. Address
  - f. Original Amount Owed
  - g. Amount Received
  - h. Date Received
  - i. Balance
  - j. Location payment received i.e. agency, the Contractor, or the CCU

## **C.20 COLLECTION FEE – SCOPE B**

- C.20.1 The District has adopted legislation that permits the addition of a collection fee to be added to all outstanding debt balances. The collection fee is subject to the contingency fee provision for the Contractor payments.
- C.20.2 The collection fee will be added to all debt accounts prior to sending the accounts to the Contractor.
- C.20.3 The Contractor shall not add any additional collection fees to any assigned delinquent debt by the CCU.
- C.20.4 In a case where an account has been assigned to the Contractor and the CCU adjusts the amount of the account, the fee generated by the Contractor for services rendered shall be calculated on the adjusted amount and not the original amount.

## **C.21 DISTRICT AND FEDERAL OFFSET PAYMENTS – SCOPE B**

- C.21.1 The District has legal authority to intercept District-issued refunds of payments to offset debts. The Contractor will be notified of offset payments through the payment updates files received from OTR daily.
- C.21.2 The Contractor's contingency fee will not be applicable on offset payments.
- C.21.3 The Contractor shall return to the District the debtor's file for which the offset pays the debt balance in full. The Contractor shall continue to collect on any remaining balance.
- C.21.4 In the event the CCU offsets any DC or Federal tax refund, Vendor payment, or any DC payments as a result of a special collection initiative (ex: bank attachment) against the

amount owed on an account assigned to the Contractor, the CCU shall notify the Contractor of the amount of the payment. The Contractor shall not be entitled to a fee on the offset or collection.

- C.21.5 The Contractor’s contingency fee will not be applicable if a debtor makes a payment directly to CCU.

**C.22 CONTRACTOR’S SYSTEM – SCOPE B**

- C.22.1 The Contractor’s system shall be able to receive and send files from and to the CCU system via a secured file transfer protocol.
- C.22.2 The Contractor’s system shall at minimum accept and provide files in an XML, Single-Record Tab Delimited Flat File or Multi-Record Tab Delimited Flat File format and shall have the flexibility for future changes in the file types.
- C.22.3 As data is transmitted, the Contractor shall ensure security requirements are met for PII and PCI requirements. The Contractor shall transmit data through a secure file transfer protocol approved by the COTR and shall ensure data is encrypted and stored.

**C.23 ACKNOWLEDGEMENT FILES – SCOPE B**

- C.23.1 When the CCU transmits a file to the Contractor, the Contractor shall send an acknowledgement file or report, depending on the CCU’s requirements, the same day received with the number of records and the dollar amount value of the file. This shall be used to validate the file and confirm receipt of all file information.
- C.23.2 The form of acknowledgement (e.g. word or electronic file, email, etc.) will be determined by the CCU. Issues or file problems shall be directed to the COTR. A contact person will be assigned by the CCU for IT concerns and file related issues.

**C.24 INSTALLMENT PAYMENT PLAN – SCOPE B**

- C.24.1 The Contractor is authorized to enter into an installment payment plan permitting debtors to pay an agreed dollar amount on a scheduled basis on the total balance due per the following terms:

<b>Amount</b>	<b>Down Payment Required</b>	<b>Payment Plan Duration</b>
Debt from \$350 - \$5000	25%	Up to 12 months
Debt above \$5000 – \$15000	25%	Up to 24 months
Debt above \$15,000 - \$30,000	35%	Up to 36 months
Debt above \$30,000	50%	Up to 60 months

- C.24.2 If the payment arrangements in the table above are not acceptable and the debtor needs further assistance, the Contractor shall refer the customer to the CCU staff.
- C.24.3 If the resolution is reached by the CCU personnel and a payment is received from the debtor, the Contractor will not be entitled to the Contingency Fee.
- C.24.4 The Contractor's installment payment plan shall include the suspension of collection activity, including suspension of referrals to credit bureaus for participating customers as long as the debtor maintains the payment terms contained in the installment payment plan agreement.
- C.24.5 The establishment and maintenance of these plans and any customer service and payment issues raised by customers shall be handled by the Contractor. At the end of the collection period, all active installment payment plans shall be transferred to CCU's system of record.
- C.24.6 The Contractor shall apply its Contingency Fee on installment plan payments in accordance with the Contingency Fee provisions.

**C.25 SUSPENSION OF COLLECTION EFFORT – SCOPE B**

- C.25.1 The Contractor will be authorized to make collection efforts once assigned a debt. If a debt is deemed uncollectible due to bankruptcy, death or other reason as determined by the Contractor or the COTR, the debt shall be documented as uncollectible in the Contractor system.
- C.25.2 The Contractor shall suspend action on any debt account assigned for collection upon notification to suspend by the COTR and update the account history and debtor information with the Contractor's collection efforts to date.
- C.25.3 The Contractor shall also suspend collection efforts in the event the Contractor receives notice that any proceeding under the federal bankruptcy code has been filed by the debtor. The Contractor shall update the customer's record with all details of the proceeding including the bankruptcy notice, case number, chapter, court district, and date filed.
- C.25.4 All payments received prior to the debt being deemed uncollectible or notification that collection efforts shall be suspended, are eligible for the Contractor to receive its Contingency Fee.
- C.25.5 In any case where an account has been assigned to the Contractor and the Contractor has not made any collections within six months of the assignment, the account shall be returned to the CCU. No commission shall be paid on money collected following the return of the account to the CCU or notification by the CCU to return the account.
- C.25.6 When the Contractor returns an account to the CCU, no commission shall be paid on monies collected following the return of the account to the CCU.
- C.25.7 In a case where an account has been assigned to the Contractor and that account becomes the subject of bankruptcy reorganization, DC insolvency, receivership, probate or other

proceedings, the Contractor shall immediately, on discovery or notification, refer the account back to the CCU and no additional fee shall be generated on the remaining balance.

### **C.26 DISASTER RECOVERY PLAN – SCOPE B**

C.26.1 The Contractor shall maintain a Disaster Recovery Plan, approved by the COTR at the contract signing, that includes the necessary actions and timeline to ensure the continuity of operations and data integrity is maintained during emergency situations.

## **III GENERAL REQUIREMENTS**

### **C.27 DEFINING COLLECTIBLE POPULATION**

C.27.1 The District reserves the right to define the collectible population of delinquent assigned accounts to be returned to CCU for appropriate actions. For example, the District may elect to write off debt in accordance with the CCU's debt discharge policy that has aged beyond a specific period of time or define certain debt categories that are deemed uncollectible.

C.27.2 The Contractor will be notified in writing to return the selected debt population. The Contractor shall stop all collection activities and return the uncollected debt and provide documented proof of the transaction to the COTR within 10 calendar days of the written notification. The Contractor will be compensated for any debt collected from the population prior to returning the population to CCU. Any collection activity by the CCU that results in collections, will be the sole benefit of the District and the Contractor will not receive any Contingency Fee.

### **C.28 SEIZE COLLECTION ACTIVITY**

The District may, at any time, elect to seize the collection activity on any assigned debt and withdraw the debt accounts from collection. In this case, the Contractor will be notified in writing about the identified debt accounts. Upon such notification, the Contractor shall cease any collection activities on these accounts and return the debt files to the CCU within a specified period as determined by the COTR.

### **C.29 RETURNED PAYMENTS/INSUFFICIENT FUNDS**

C.29.1 The CCU will bill the Contractor for any commissions paid on NSF (Insufficient Funds) or otherwise invalid/returned checks. The Contractor shall reimburse the CCU within 30 days of the billing date. The CCU will withhold payment of any commission until the reimbursement is paid to CCU.

**C.30 LITIGATION**

- C.30.1 Only the D.C. Office of the Attorney General (OAG) is authorized to file suit on behalf of the District.
- C.30.2 The Contractor shall not litigate any of the assigned debts.

**C.31 COLLECTION SERVICES FOR MEDICAL DEBT**

- C.31.1 The District will assign the Contractor medical debt categorized as Self Pay and Balance Due claims after patient's insurance coverage.
- C.31.2 The Contractor shall perform collection activities for medical debt.

**C.32 DEBTOR CORRESPONDENCE**

- C.32.1 All letters, notices, and other written correspondence to debtors to be used by the Contractor in performing services under this Contract shall be approved by the District prior to use and shall:
1. State that the Contractor is under Contract with District for collecting certain non-tax debts.
  2. State that the information resulting from the Contractor's investigation will remain confidential; and
  3. Informs the addressee of how to contact the Contractor to provide information, the date by which the debtor must respond, and the consequences of not responding to the notice.

**C.33 REMITTING COLLECTIONS**

- C.33.1 The Contractor shall deposit all gross remittances daily into the District-owned account dedicated to the CCU collections.

**C.34 COMPROMISE SETTLEMENTS**

- C.34.1 The Contractor shall not have any authority for debt settlements for any delinquent debt referred to the Contractor for collection.

**C.35 REPORTS**

- C.35.1 The Contractor's system shall have the ability to generate ad hoc reports and export reports in any format required by the District, but at minimum, in Excel, Word, Adobe PDF, XML, Tiff, HTML, and CSV formats.



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- C.35.2 The Contractor’s system shall have capabilities to filter and provide report creation options by agency, account number, age of debt, debt type, time period, and amount collected.
- C.35.3 The Contractor’s system shall provide access to the COTR and other designated District and CCU resources as required to the reporting system to create ad hoc reports as needed.
- C.35.4 The Contractor shall provide the following reports:

<b>Report Number</b>	<b>Report Name</b>	<b>Frequency</b>	<b>Report Attributes</b>
R1.	Performance Analysis Report	Monthly (Within 5 business days of the month end)	<ul style="list-style-type: none"> <li>A. The total number and aggregate value of accounts placed for the previous month.</li> <li>B. The total number and aggregate value of accounts placed during the Contract period to date.</li> <li>C. The gross collections for the previous month and on a cumulative basis from the date of Contract commencement.</li> <li>D. The total number and aggregate value of cancelled and returned accounts, for the previous month and on a cumulative basis.</li> <li>E. The total number and aggregate uncollected value of the current inventory of accounts.</li> <li>F. The debts reported to credit bureaus in the previous monthly file.</li> <li>G. Collection rate month-to-month and year-to-year by aged debt.</li> <li>H. Age of debts from the date of delinquency.</li> </ul>
R2.	Monthly Agency Report	Monthly (Within 5 business days of the month end)	<ul style="list-style-type: none"> <li>A. The total number and aggregate value of accounts placed for the previous month.</li> <li>B. The total number and aggregate value of accounts placed during the Contract period to date.</li> <li>C. The gross collections for the previous month and on a cumulative basis from the date of Contract commencement.</li> <li>D. The total number and aggregate uncollected value of the current inventory of accounts.</li> </ul>
R3.	Aging Inventory Summary	Monthly (Within 5 business days)	Total inventory <ul style="list-style-type: none"> <li>A. By quantity</li> <li>B. By dollar amounts,</li> </ul>

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		of the month end)	C. Within aging categories of 0-30 days, 31-60 days, 61-90 days, 91-120 days, 121-180 days, 181-365 days and over 365 days.
R4.	Regression Analysis (RA)	Monthly (Within 5 business days of the month end)	Monthly snapshot of the last 12-month period and a Fiscal Year (October to September) of all accounts placed, and payments received: A. Number of accounts placed B. Gross amount of dollars placed C. Number of payments collected by dollar amount and percentage D. Net dollar amount still outstanding
R5.	Agency Aging Report (Aging Report for each individual agency)	Monthly (Within 5 business days of the month end)	Regression and Performance Analysis A. Debtor Number B. Name C. Client Reference Number D. Client Code E. Referral Amount Paid F. Current Balance G. Status H. Referral Date
R6.	Overpayment Report	Daily	A. Debtor Number B. Name C. Client Reference Number D. Client Code E. Amount Paid F. Overpayment Amount G. Status
R7.	Bank Deposits	Daily	Summary of Bank Deposits
R8.	Master Account Payment Information	Monthly (Within 5 business days of the month end)	A. Payment location (Online, Mail etc.) B. Payment date C. Account name D. Debt account number E. Date debt issued F. Initial balance G. Amount paid H. Payment type

R9.	Daily Transaction Report	Daily	A. Payment location (Online, Mail etc.) B. Payment date C. Debtor name D. Debt account number E. Date debt issued F. Initial balance G. Amount paid H. Payment type
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C.35.5 The District may request additional reports in the future.

**C.36 RECORD INSPECTION**

C.36.1 The Contractor shall maintain electronic records for a minimum of seven years for all accounts, ledger records that reflect the original balance and collections, correspondence received and sent, and phone call logs. The District shall have the right to request such records without advance notice, at any time with response within 24 hours. The CCU reserves the right to confirm the accuracy of all payment information furnished by the debtor directly.

**C.37 FACILITY**

C.37.1 The Contractor shall perform the required services at the Contractor’s facility. The Contractor’s facility shall include all equipment, communications, and resources necessary to perform the required services during the following hours:

1. 8:00AM to 8:00PM EST, Monday to Friday
2. 8:00AM to 5:00PM, Saturday (not limited to District or federal holidays)

C.37.2 If or when an unforeseen emergency occurs, facilities shall remain open and operational until corrected. Additionally, the facility shall remain operational during a specific initiative on specific day(s) as determined by the COTR.

C.37.3 The facility shall have features that prevent unauthorized access and that maintain control over data and documents related to the CCU processing.

C.37.4 The Contractor shall make available its facility, including its information system, for audit or inspection by the District at any time. The Contractor shall provide the District a tour of the facility and its operations at least annually, upon reasonable advance written notice.

**C.38 STAFF MANAGEMENT AND ORGANIZATION**

C.38.1 The Contractor shall provide key staff, management, and supervision necessary to successfully complete the required services. The key personnel specified in the contract are considered to be essential to the work being performed hereunder and should be available during the hours specified in Section C.37.1. The Contractor shall ensure that key personnel,

including customer service staff, have demonstrated experience working in a primary or secondary collections environment.

- C.38.2 The Contractor's key personnel in charge of operations, implementation, management, and IT activities shall have experience related to the performance of the required services. The Contractor shall notify the District of any planned change in key personnel at least two weeks in advance and shall submit a resume for the proposed replacement so the replacement can be approved by the COTR prior to taking on their (new) responsibilities. The District reserves the right to request the removal of key personnel at any time.

### **C.39 STAFFING PLAN**

- C.39.1 The Contractor shall ensure the COTR is provided with the latest staffing plan at contract signing, that, at minimum, provides 1) the titles or positions for all staff providing or supporting the delivery of the required services and 2) the percentage of time each title or position for all staff shall spend in the delivery of the required services.
- C.39.2 The Contractor shall provide resumes for all managers presented on the Contractor's staffing plan and for all IT and technical staff that will work with agencies to perform protocol setup and data reformatting.
- C.39.3 The Contractor shall provide one point of contact assigned as the Project Manager for coordinating Contract activities with the District and for the District to direct account questions and concerns.
- C.39.4 In case of any key personnel changes, the COTR shall be notified in writing within 10 days of the start date and provided resumes of the new key personnel.
- C.39.5 The Contractor shall maintain an organizational chart that correlates to the lines of responsibility and accountability within the Contractor's organization as related to this Contract. The Contractor shall provide updates of the organizational chart to the COTR whenever the staffing model changes.

### **C.40 POSITION DESCRIPTIONS**

- C.40.1 The Contractor shall ensure the COTR is provided with a position description at the time of the contract signing, for each of the staff positions identified in the Contractor's Staffing Plan and Organizational Chart. The position descriptions shall include, at least, the minimum education requirements, experience requirements, responsibilities, supervisor, and performance measures for evaluations and reviews.

### **C.41 STAFF TRAINING AND DEVELOPMENT**

- C.41.1 The Contractor shall conduct staff training and development to ensure that staff performing the required services are knowledgeable of the applicable operations of the Contractor's collection program.

C.41.2 The Contractor's Training Plan shall include or address, at a minimum, the following:

- a) Federal Fair Debt Collection Practices Act (Applicable Document #1).
- b) Fair Credit Reporting Act (Applicable Document #2).
- c) Telephone Consumer Protection Act (TCPA).
- d) Health Insurance Portability and Accountability Act (HIPAA).
- e) D.C. Debt Collection Law, D.C. Code § 28-3814.
- f) Identification of all users of the system including Contractor staff responsible for performing daily functions related to the required services.
- g) Overview of the Contractor's operations including the approved collection strategy and any accompanying policies and procedures including process flow diagrams.
- h) A workflow of the Contractor's system functionality.
- i) Contractor's security measures.
- j) Description and discussion of all required forms and reports.
- k) Customer service performance measures and customer disputes including call scripts and dispute guidelines.
- l) Testing and evaluation tool to measure the staff's proficiency on training.
- m) Periodic updated training to incorporate revised procedures associated with changes in DC law and regulations, as well as changes to CCU related policy and procedures and areas to be improved as a result of the Contractor's quality assurance program to address customer service concerns. At a minimum, the periodic training shall include annual refresher training.

C.41.3 The Contractor shall develop and submit all training and call scripts for the review and approval of the COTR within thirty (30) days of the Contract effective date.

C.41.4 The Contractor shall provide the COTR evidence that each staff member has successfully completed training in a satisfactory manner prior to performance of work under the Contract. The Contractor shall ensure that staff members who have not demonstrated their proficiency in the training material shall not be allowed to work on the project.

C.41.5 The contractor shall provide the COTR with a recorded webinar of the training program upon request.

## **C.42 PHYSICAL AND SYSTEMS SECURITY**

C.42.1 The Contractor shall maintain physical and systems security procedures that include steps and controls to be taken to prevent and minimize instances of theft, embezzlement, and identity theft.

C.42.2 The Contractor shall have security in place to safeguard and protect Patient Health Information on any debts assigned from The Not-For-Profit Hospital in accordance with federal law.

C.42.3 The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45

C.F.R. Parts 160 and 164) under HIPAA. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).

- C.42.4 The Contractor shall report any incidences of theft and security breach including, but not limited to, diversion of receipts to non-approved accounts, or unauthorized alteration, copies of, or deletion of data to the COTR via phone and e-mail within one (1) day of discovery of the incident. The Contractor shall include the nature of the occurrence, steps being taken to investigate, and steps that have been taken to prevent future reoccurrence of the incident.
- C.42.5 The Contractor shall provide copies of all of the District's data files, attachments and images for back-up and archival purposes, upon request.

### **C.43 COLLECTIONS STRATEGY**

- C.43.1 The Contractor shall maintain a collection strategy for the assigned debt accounts.
- C.43.2 The strategy shall include:
- a. Performing an analysis of the assigned debts to target the frequency of message and collection tools which may be varied based on dollar amount and/or age of the debt.
  - b. Cross reference submissions to consolidate debtors with multiple debts due to the District of Columbia.
  - c. Determining the appropriate application of a predetermined set of collection techniques to target groups.
  - d. Performing all work in accordance with the Federal Fair Debt Collection Practices Act, the Fair Credit Reporting Act, the D.C. Debt Collection Law and HIPAA.
  - e. Devising and employing industry-standard collection techniques such as dunning letters, personalized correspondence, telephone messages, personal calls, skip tracing techniques on bad addresses, address correction, and referral of delinquent accounts to national credit reporting agencies.
- C.43.3 A customized collection strategy for debt for out of state photo, moving, and parking tickets.
- C.43.4 The collection strategy shall include metrics to measure success and to trigger periodic reviews and refreshes. A report of the Contractor's collection strategy shall be provided to the District upon request.

### **C.44 PERFORMANCE COSTS**

- C.44.1 The Contractor shall be responsible for all costs of collection activities incurred in performance of this Contract.
- C.44.2 The Contractor shall pay all interchange fees and processing charges ("merchant fees") assessed by Visa, MasterCard, American Express, or Discover credit card networks for credit card transactions that are made by Contractor's Payment Portal or by phone. The Contractor

shall pay for its own banking services. The CCU personnel will not use the Contractor's payment portal for payment processing.

- C.44.3 The Contractor shall utilize the District's exclusive merchant processor, which is currently Chase Paymentech, unless otherwise directed.

**C.45 TELEPHONE COMMUNICATIONS**

- C.45.1 The Contractor shall ensure that responses to incoming phone calls are polite and professional, and that the customer receives satisfactory information to address the nature of the inquiry.
- C.45.2 Telephone scripts shall include:
- a. Methods of obtaining positive identification of the debtor (individual, partner, corporate officer or representative),
  - b. Caller identifying himself or herself as an employee of the Contractor, and
  - c. A statement that the Contractor is under Contract with the District to assist debtors in resolving their delinquent debts owed to the District.
- C.45.3 On an as needed basis, such as at a debtor's request, the Contractor shall refer the responsible party to the CCU for obtaining copies of the notification of charges, invoices, bills, or any other proof of debt needed to demonstrate a debtor's obligation with the District.
- C.45.4 Outgoing Calls: The Contractor's attempts to reach a customer by phone and all other telephone communications shall be in accordance with Fair Debt Collection Practices Act, the Telephone Consumer Protection Act and the D.C. Debt Collection Law.
- C.45.5 Recording of Phone Calls: The Contractor shall record all phone calls and maintain the recordings for a period of 90 days.
- C.45.6 Telephone Communication Audits: The Contractor shall perform audits of incoming and outgoing calls on a monthly basis and compile the results in a Telephone Communication Audit Report. The Contractor shall forward to the COTR, on a monthly basis no later than 15 calendar days from month end, the Telephone Communication Audit Report and a copy of all written audits listing a unique recording number for each call. From the report, the COTR may request a select number of calls for review. The Contractor shall provide recordings in WAV format within two working (2) days of the COTR's written request. The COTR will review calls for compliance with Customer Service standards.
- C.45.7 The COTR reserves the right to request that any Contractor personnel no longer provide services under the Contract if they are found not following the established policies and procedures related to telephone communication.

**C.46 PAYMENT PORTAL**

C.46.1 The Contractor shall maintain a secured payment portal for the benefit of debtors for the purpose of payment collection through electronic methods, including credit and debit cards and e-check (checking account debit). The Contractor may be required to utilize the District's payment portal for the benefit of the Debtors in the future at no additional cost to the district.

**C.47 ANNUAL AUDIT REPORT**

C.47.1 In addition, the Contractor shall provide annually Statement on Standards for Attestation Engagements No. 16 (SSAE16) Report focused on the review of payment transactions performed for this Contract, including eligibility for a contingency fee, completeness of data to support billing, and verification of billing accuracy. The SSAE 16 report shall also review the integrity of the daily and weekly file transfer process.

C.47.2 The SSAE 16 Report shall specifically be a SSAE16 SOC 1, Type 2 report. The annual reporting cycle shall be consistent with the District's fiscal year, October 1<sup>st</sup> to September 30<sup>th</sup>.

C.47.3 The Contractor shall provide the District with a signed letter from a PCI SSC certified Quality Security Assessor that states the Contractor has satisfactorily met the Payment Card Industry Data Security Standard (PCI-DSS). The PCI letter shall be provided no later than 30 days from Contract award and an updated letter provided annually thereafter.

**C.48 PROJECT PLAN**

C.48.1 Once the Contract is awarded, a transition phase shall begin with a series of meetings with the District's transition team, consisting of members of the CCU. The Contractor shall provide a Project Plan within two weeks of the Contract effective date that includes a work breakdown structure to achieve the following objectives:

- a) Minimize risk.
- b) Expedite implementation.
- c) Educate the Contractor on the CCU and its processes.
- d) Establish a structure to ensure proper control in the transition and implementation of services.
- e) Major tasks.
- f) Define responsible party and their roles and responsibilities in the completion of the required services.
- g) Deliverables.
- h) Timetable and milestones.
- i) Testing plan to include the tasks, resources, milestones and schedule for testing the integration of the assignment files.
- j) A plan, to include the scope, technologies, tools and methods for transmitting and receiving data.



- k) Training plan for all technical and business end users prior to implementation of the system in the production environment.
- l) Systems staff responsible for administering the system.
- m) Information on the system architecture, functions, database, installation, and any other tasks normally required of a system administrator.
- n) Finalize reporting requirements and report delivery methods.
- o) Finalize Disaster Recovery Plan.
- p) Finalize system security plan staff to comprise transition team.
- q) Transition Plan for moving from Scope A to Scope B.

- C.48.2 The Project Plan shall incorporate the stated timeline for transition, including facilities, staff, security, procedures manual and training materials, file transmission, and reporting. This is not an exhaustive list, and the Contractor shall provide the level of detail in its Project Plan necessary to ensure that any required elements are addressed in a timely manner to ensure a smooth transition. The schedule for the Project Plan, including the testing plan, shall provide for (1) the Contractor's system being operational and (2) the Contractor's staff and facility being fully prepared 60 days after Contract award. The Contractor shall perform simultaneously the establishment of required IT processes and tools for file transfers as to commence full performance of collection services according to the Project Plan.
- C.48.3 The Contractor shall describe in the Project Plan a comprehensive approach, method, and lifecycle to conduct testing. Testing shall include testing of processes and tools for file transfers to and from the CCU and other District agencies.
- C.48.4 The Contractor shall provide 30 days after award a draft of its procedure's manual describing exactly how each step of their collection process shall work. The manual shall contain the collection strategies, all notices and forms, formats, scripts, computer screens, copies of all statutes and regulations that will govern collection activity, flowcharts describing the work performed, job descriptions, file transfer layouts and protocol, and the layout of the facility including security features. The Contractor shall make changes to this draft based on the District's feedback during the transition team meetings with a final copy due at least one week after the final transition meeting or otherwise directed by the COTR.
- C.48.5 The Contractor shall provide full cooperation in furnishing or making available to the District, whenever requested and in an expeditious manner, any records, information, materials, and data relating to the performance of work under this Contract. This shall include workplace access to observe work in progress.
- C.48.6 The District reserves the right to request face-to-face meetings or conference calls with the Contractor, as required for implementation or service issues, at no additional cost to the District.

#### **C.49 TRANSITION OUT OF SERVICE PLAN**

- C.49.1 The Contractor shall cease all outgoing collection activities 60 days prior to the end of the Contract. No collection services on debt assigned shall extend beyond the end date of the Contract.

- C.49.2 The Contractor shall continue to service customer accounts up to 30 days prior to the end of the Contract.
- C.49.3 At the close of business on the end date of the Contract, the Contractor shall load a message on the Contractor's DC-dedicated telephone number to forward calls to the CCU. The District will provide the phone number to the Contractor in advance.
- C.49.4 At the close of business of the end date of the Contract, the Contractor shall move debt accounts database records offline for audit or reporting purposes as of the end date of the Contract and retain in archive status for a period of seven (7) years.
- C.49.5 The Contractor shall provide upon request debt accounts database records, for audit or reporting purposes, to the District during the aforementioned period of seven (7) years at no cost.
- C.49.6 The Contractor shall not receive a contingency fee on any debt payment that is received by the District on or after the date following the end date of the Contract irrespective of any prior collection activity that may have been undertaken.
- C.49.7 The Contractor shall provide current records at the end date of the Contract including but not limited to the following data attributes: Debtor Name, Address, Phone Number, Debt Amount, Account number and/or Ticket Number, partial payments, payment plans, originating agency, date assigned, balance outstanding, amounts collected, and status of account. For any payment plans, the Contractor shall provide the debtor records from the beginning of the collection period to the end of the Contract period.
- C.49.8 In addition to the requirement in this Section, the Contractor shall develop and submit to the COTR a Transition out of Service Plan with further details of the Contractor's plan to be utilized at the end date of the Contract. The Contractor shall submit the plan to the COTR within thirty (30) days of contract effective date.

**C.50 OPTIONAL INTERFACES**

- C.50.1 The CCU may utilize kiosks as virtual workstations at various points of sale at a time to be determined in the future. As an option to be exercised at the District's discretion, the Contractor shall interface with the kiosk solution based on the specified requirements of the District's kiosk contractor.
- C.50.2 As an option to be exercised at the District's discretion, the Contractor shall interface with the Office of Pay and Retirement Services (OPRS) system (currently PeopleSoft) to send and receive files of delinquent District employee accounts. The files shall be in the required format with required fields of information such as SSN or Employer ID Number. The Contractor's system shall accept update files reflecting OPRS payments and provide updates to the respective District agency of the originating debt in the file transfer process.
- C.50.3 As an option to be exercised at the District's discretion, the Contractor shall interface with the Recorder of Deeds (ROD) system to allow CCU staff to initiate lien filings in ROD's system. Once filed, ROD will send electronic updated lien information to the Contractor's system and

the Contractor's system shall associate the information with debtor file. The Contractor shall comply with the file format and required fields of information such as the debtor's name, street address, Ward number (if available), type of liability(s), amount of each liability, total liability, date lien filed, lien fee, lien identification number, and any other pertinent information as determined by ROD.

- C.50.4 As an option to be exercised at the District's discretion, the Contractor shall interface with the Office of the Attorney General's system to initiate and track civil suits and related activity through automation and interfacing. The Contractor shall comply with the file format and required fields of information as determined by OAG.
- C.50.5 As an option to be exercised at the District's discretion, the Contractor shall interface with the District's telephony system for some data sharing. The Contractor shall comply with the file format and required fields of information as determined by the OCIO Telephony Project team.

## SECTION D

### PACKAGING AND MARKING

#### D.1 PACKAGING

All reports and deliverables that are in “hard copy” and physically transported through the U.S. mail or private courier services are to be securely packaged using the Contractor’s best practices.

#### D.2 MARKING

- D.2.1 Unless otherwise specified herein, all reports and deliverables delivered under this contract must be plainly marked, stating the Contractor’s name, contract number and addressed to the recipient, including the name of the office or floor, and the recipient’s office telephone number as noted in the contract.
- D.2.2 In case of carload lots, the Contractor shall tag the car, stating Contractor’s name and contract number. Any failure to comply with these instructions will place the material at the Contractor’s risk.
- D.2.3 Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

## SECTION E

### INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES

#### E.1 INSPECTION

- E.1.1 All supplies and services provided by the Contractor under this contract shall be subject to inspection by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1 (b).
- E.1.2 Inspection of Supplies
- (a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products both physical and electronic data, and lots of supplies.
  - (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
  - (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
  - (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
  - (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

- (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
  - (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.
- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
  - (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
  - (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
  - (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
  - (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
  - (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
  - (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
  - (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of

notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

### E.1.3 Inspection of Services

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material and or electronic systems furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

## E.2 ACCEPTANCE

Acceptance of all products and services provided under this contract shall be performed by the COTR. Acceptance means approval by the COTR of specific services as partial or complete performance of the contract.

**E.3 WARRANTY OF SERVICES**

E.3.1 The time period for this warranty provision is the life of the contract plus all active options and extensions.

E.3.2 Warranty Provision:

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of discovery. This notice shall state either:
  - (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
  - (2) That the District does not require correction or reperformance.
- (b) If the Contractor is required to correct or reperform, it shall be at no cost to the District, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.
- (c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.



## SECTION F

### PERIOD OF PERFORMANCE AND DELIVERABLES

#### F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from the Contract Effective Date.

#### 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 six (6), one (1) 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 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.

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.3 DELIVERABLES

F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in Section G in accordance with Section C.

F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in Section I.31 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.6.

## SECTION G

### CONTRACT ADMINISTRATION

#### G.1 CONTRACT ADMINISTRATORS

**(a) Contracting Officer**

- i. The Contracting Officer (or “CO”) for this contract is:

Drakus Wiggins  
Contracting Officer  
Office of the Chief Financial Officer  
1100 4<sup>th</sup> St. SW Suite E620  
Washington, DC 20024  
Telephone: (202) 442-7121  
Fax: 202-442-6454  
E-mail address: [drakus.wiggins@dc.gov](mailto:drakus.wiggins@dc.gov)

- ii. The Contracting Officer is the only official authorized to legally bind the District and make changes to the requirements, terms and conditions of this contract. Only the Contracting Officer can increase, decrease, extend or terminate this contract. All other changes are unauthorized.
- iii. 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 Contracting Officer.
- iv. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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.

**(b) Contracting Officer Technical Representative (COTR)**

- i. The COTR for this contract is:

Franklyn St. Hilaire  
Collection Supervisor  
Office of Finance & Treasury (OFT)  
1101 4th St. SW Washington, DC 20024  
(202) 727-9300  
E-Mail address: [franklyn.sthilaire@dc.gov](mailto:franklyn.sthilaire@dc.gov)

- ii. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. The COTR 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:

- a. Keeping the Contracting Officer fully informed of any technical or contractual difficulties encountered during the performance period and advising the Contracting Officer of any potential problem areas under the contract;
  - b. Coordinating site entry for Contractor personnel, if applicable;
  - c. Reviewing invoices for completed work and approving invoices if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - d. Reviewing and approving invoices for deliverables to ensure receipt of goods and services.
  - e. Timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - f. Maintaining a file that includes all contract correspondence, modifications, records of inspections and invoice or vouchers.
  - g. The COTR will provide to the Contractor and the Contracting Officer notice of any default as stated in section F.4
- iii. The COTR does NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the Contracting Officer shall make contractual agreements, commitments or modifications;
  - b. Grant deviations from or waive any of the terms and conditions of the contract;
  - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - d. Authorize the expenditure of funds by the Contractor;
  - e. Change the period of performance; or
  - f. Authorize the use of District property, except as specified under the contract.
- iv. The Contractor will be 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.

## **G.2 INVOICE PAYMENT**

- G.2.1 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.2.2 The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.

G.2.3 Unless otherwise specified in this contract, and with presentation of a properly executed invoice:

- a) Payment will be made on completion and acceptance of each item for which the price is stated in the Pricing Schedule in Section B,
- b) Payment will be made on completion and acceptance of each percentage or milestone of work in accordance with the prices stated in the Pricing Schedule in Section B, or
- c) Payment may be made on partial deliveries of goods and services accepted by the District if the Contractor requests it and the amount due on the deliveries warrants it as determined by the District.

### **G.3 INVOICE SUBMITTAL**

G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

G.3.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.3.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

### **G.4 THE QUICK PAYMENT ACT**

#### **G.4.1 Interest Penalties to Contractors**

G.4.1.1 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.*, as amended, 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 at least 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 the required payment date. The required payment date shall be:

G.4.1.1.1 The date on which payment is due under the terms of this contract;

G.4.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.4.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.4.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.4.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

G.4.1.2.1 3<sup>rd</sup> day after the required payment date for meat or a meat product;

G.4.1.2.2 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

G.4.1.2.3 15<sup>th</sup> day after any other required payment date.

G.4.1.3 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.4.2 Payments to Subcontractors**

G.4.2.1 The Contractor shall 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 the contract:

G.4.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.4.2.1.2 Notify the CO and the subcontractor(s), 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.4.2.2 The Contractor shall pay subcontractors or suppliers 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 at least 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 the:

G.4.2.2.1 3<sup>rd</sup> day after the required payment date for meat or a meat product;

G.4.2.2.2 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

G.4.2.2.3 15<sup>th</sup> day after any other required payment date.

G.4.2.3 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.4.2.4 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 is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.4.3 Subcontract requirements**

G.4.3.1 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.4.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

G. 5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

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 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

G.6.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final requests for payment shall be accompanied by the report or a waiver of compliance pursuant to Section I.31.

G.6.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement requirements.

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 STAFFING

The Contractor shall not employ or permit the employment of any unfit or unqualified person or persons not skilled in the tasks assigned to them by the contractor. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to the District for all acts and omissions of the Contractor's employees, agents and subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents and subcontractors performing the services under the Contract. Any person employed by the Contractor shall, at the written request of the District, and within the District's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

#### H.2 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer in consultation with the COTR. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder, including any work conducted by a subcontractor.

#### H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

- H.3.1 Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, unless a waiver has been approved by the Director of the Department of Small and Local Business Development in accordance with D.C. Code §2-218.51, are required to:
- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
  - (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
  - (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

- (d) Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise shall not have to comply with Sections H.3.1(a) or H.3.1(b).

### H.3.2

- (a) For each government-assisted project for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises. A certified business enterprise 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.
- (b) For each government-assisted project for which a certified joint venture is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises. If the certified business enterprise member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (c) For each government-assisted project of \$1 million or less for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the on-site work with its own workforce.

H.3.3 Bids or proposals responding to a solicitation, including an open market solicitation, shall be deemed nonresponsive and shall be rejected if a subcontracting plan is required by law and the Beneficiary fails to submit a subcontracting plan as part of its bid or proposal and the Beneficiary fails to submit a plan that meets the criteria set forth in H.3.4. The subcontracting plan required shall be provided before the District accepts the submission of the bid or proposal.

H.3.4 A Beneficiary's subcontracting plan shall specify all of the following:

- (a) The name and address of the subcontractor;
- (b) A current certification number of the small or certified business enterprise;
- (c) The scope of work to be performed by the subcontractor; and
- (d) The price to be paid by the Beneficiary to the subcontractor.

H.3.5 No Beneficiary shall be allowed to amend the subcontracting plan filed as part of its bid or proposal except with the consent of the Director of the Department of Small and Local Business Development. Any reduction in the dollar volume of the subcontracted portion resulting from such amendment of the plan shall inure to the benefit of the District.



- H.3.6 No multiyear contracts or extended contracts, which are not in compliance with D.C. Code §2-218.46 or this Section H.3 at the time of the contemplated exercise of the option or extension, shall be renewed or extended, and any such option or extension shall be void.
- H.3.7 A Beneficiary shall submit to the Contracting Officer, project manager, and the Director of the Department of Small and Local Business Development (at [compliance.enforcement@dc.gov](mailto:compliance.enforcement@dc.gov)) copies of the executed contracts with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.
- H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development upon the initiation and completion of a project.
- H.3.9 Within 15 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development (at [compliance.enforcement@dc.gov](mailto:compliance.enforcement@dc.gov)), the Contracting Officer, and the project manager which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:
- (a) The price to be paid by the contractor to the subcontractor;
  - (b) A description of the goods procured or the services contracted for;
  - (c) The amount paid by the contractor to the subcontractor under the subcontract; and
  - (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.

The Beneficiary shall go to <https://dslbd.dc.gov> → Scroll down to SBE Forms under the section 'Stay in Compliance' → Click on that link & select 'District Agency Compliance' in order to access the DSLBD forms for beneficiaries to use for reporting requirements. The Beneficiary may further contact DSLBD at (202) 727-3900 for instructions on SBE Forms.

- H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, and the project manager to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.
- H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.
- H.3.12 Waiver of Subcontracting Requirements
- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.

- (b) Prior to submission of bids or proposals, the Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request with to the point of contact on Page 1 of this solicitation, to the attention of the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary's efforts to secure involvement by Certified Business Enterprises, no later than **October 30, 2023, at 2:00 pm**. The Contracting Officer will, in turn, use the Beneficiary's information to submit a waiver request to the Director of the Department of Small and Local Business Development.
- (c) The Contracting Officer will provide written notice of the waiver determination to the Beneficiary prior to the acceptance of bids or proposals and upon a decision of the waiver by the Director of the Department of Small and Local Business Development.
- (d) The Beneficiary should provide the following information in its waiver request to the Contracting Officer to demonstrate the Beneficiary's good faith efforts to secure involvement by a Certified Business Enterprise:
  - i. Whether the Beneficiary advertised in general circulation, trade association, or other media outlets concerning the subcontracting opportunity;
  - ii. Whether the Beneficiary provided written notice to a reasonable number of certified business enterprises that their interest in the subcontracting opportunity was being solicited;
  - iii. Whether the Beneficiary conducted any pre-solicitation or pre-bid conferences to inform certified business enterprises of the subcontracting opportunity;
  - iv. Whether the Beneficiary provided sufficient time to allow certified business enterprises to participate effectively in its efforts to secure involvement by a certified business enterprise;
  - v. Whether the Beneficiary followed up responses of interest by conducting negotiations with certified business enterprises;
  - vi. Whether rejections by the Beneficiary of certified business enterprises as being unqualified were based on sound reasoning and thorough investigation of their capabilities;
  - vii. Whether the Beneficiary made efforts to assist interested certified business enterprises in obtaining bonding, lines of credit, or insurance required by the Beneficiary;
  - viii. Whether the Beneficiary effectively used the services of the Department of Small and Local Business Development, (202) 727-3900 and <http://dslbd.dc.gov>, in recruiting qualified certified business enterprises; and
  - ix. Whether bids submitted by certified business enterprises were excessive or noncompetitive based upon a review of prevailing market conditions.
- (e) While the information described in (d) above will assist the Director of the Department of Small and Local Business Development in reviewing the waiver request, it does not guarantee that a waiver will, in fact, be approved. Additional factors may be considered and additional information may be requested from the Beneficiary to support the waiver request.

H.3.13 In additional to the information provided by the Beneficiary, the Contracting Officer will include the following information in its written request for a waiver:

- (a) The number of certified business enterprises, if any, qualified to perform the elements of the work that comprise the project;
- (b) A summary of the market research or outreach conducted to analyze the relevant market; and
- (c) The consideration given to alternate methods for acquiring the work to be subcontracted in order to make the work more amenable to being performed by certified business enterprises.

H.3.14 For purposes of this Section H.3, the term:

- (a) “Beneficiary” means a business enterprise that is the prime contractor or developer on a government-assisted project.
- (b) “Government-assisted project” means:
  - i. A contract executed by an agency on behalf of the District or pursuant to statutory authority that involves District funds or, to the extent not prohibited by federal law, funds that the District administers in accordance with a federal grant or otherwise;
  - ii. A project funded in whole or in part by District funds;
  - iii. A project that receives a loan or grant from a District agency;
  - iv. A project that receives bonds or notes or the proceeds thereof issued by a District agency, including tax increment financing or payment in lieu of tax bonds and notes, or industrial revenue bonds;
  - v. A project that receives District tax exemptions or abatements that are specific to the project and not to the nature of the entity undertaking the project, such as a religious institution or nonprofit corporation; or
  - vi. A development project conducted pursuant to a disposition under section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).

H.3.15 Notwithstanding the requirements set forth in this Section H.3, a Beneficiary, and any other certified business enterprise subject to this section, shall fully comply with the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51. If there is a conflict between the requirements set forth in this Section H.3 and D.C. Code §§ 2-218.46, 2-218.51, the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51 shall govern.

#### **H.4 WARRANTIES**

H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.

- H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.
- H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.
- H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.
- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.
- H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.
- H.4.7 The Contractor warrants and agrees that all services provided by it under the Contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.
- H.4.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this Contract without the express written consent of the District.
- H.4.9 The Contractor warrants and agrees that it shall keep all equipment in good condition and repair, and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under the Contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance. The Contractor agrees to develop a maintenance and replacement schedule subject to approval by the District and agrees to comply with that schedule.
- H.4.10 The Contractor warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods, system proposed in the Contract or any interest therein, or permit any of it to become a fixture or accession to other goods or property without the prior written consent of the District.

## **H.5 DISCLOSURE OF LITIGATION**

The Contractor shall provide complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. The Contractor shall also disclose any material litigation threatened or pending for subcontractors, consultants, and/or lobbyists. For purposes of this section, material refers to any action or pending action that a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a response to a solicitation or execution of a contract shall be disclosed in a written statement within fifteen (15) days of its occurrence. The Contractor shall be required to file with the District comprehensive monthly reports regarding all threatened or pending litigation involving the Contractor's District of Columbia operations and all threatened or pending litigation that may be considered material to the overall operations of the Contractor.

## **H.6 CONTINUITY OF SERVICES**

The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate fully with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract. To that end, the Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

## **H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS**

- H.7.1 The District may initiate investigations into the backgrounds of any of the Contractor's officers, principals, investors, owners, employees, vendors, subcontractors, or subcontractors' officers, principals, owners, employees or vendors, or any other associates of the Contractor(s) it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies.
- H.7.2 The Contractor agrees that, during the term of the Contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees and owners, as well as all information about its subcontractors' officers, directors, employees and owners, as the District may prescribe. The Contractor also agrees that the District may conduct background investigations of such persons.
- H.7.3 The District may also require that contractors (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing, (2) provide documents and other information of official interest, and (3) attend integrity training.

H.7.4 To advise Contractor individuals of the high expectation of integrity, in addition to Attachment J.2, Doing Business with Integrity, all Contractor personnel, including direct or indirect employees and any employed by a subcontractor, assigned to the Contract shall be subject to annually attend the OCFO/OIO Integrity and Ethics Training at the District’s direction. The training may be in-person and last up to four hours or may be web-based and last up to two hours.

**H.8 RESERVED**

**H.9 ADVISORY AND ASSISTANCE SERVICES**

This contract is a “non-personal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

**H.10 OCFO/OCIO CYBERSECURITY AWARENESS TRAINING**

In the OCFO’s ongoing effort to protect OCFO data, networks and computers against cyber attackers all Contractor personnel, including direct or indirect employees and any employed by a subcontractor, assigned to the Contract shall take and must pass the OCFO/OCIO Cybersecurity Awareness Training at the District’s direction. The training is web-based, designed to heighten cybersecurity awareness so that the OCFO is less likely to become a victim of cybercrimes. The training is typically completed in one to two hours. The training shall be taken and must be passed annually by all Contractor personnel, during the term of the Contract.

## SECTION I

### CONTRACT CLAUSES

#### **I.1 LAWS AND REGULATIONS INCORPORATED BY REFERENCE**

To the extent applicable, the provisions of the following acts, together with the provisions of applicable regulations made pursuant to said acts are hereby incorporated by reference into this contract; together with the laws and regulations of the District of Columbia:

- A. Contract Work Standards Act of August 13, 1962, also known as the Contract Work Hours and Safety Standards Act of 1962, 76 Stat. 357-360.
- B. Buy American Act, Act of March 3, 1983, c.212, Title III, 47 Stat. 1520, as amended.
- C. Walsh-Healy Public Contracts Act, Act of June 30, 1936, c.881, 49 Stat. 2036, as amended. (Applies only when contract is \$10,000 or more).
- D. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts."
- E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.
- F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."
- G. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.
- H. Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act)
- I. Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.
- J. Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152)
- K. Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.), as amended, ("Living Wage Act of 2006") which applies to all contracts for services in the amount \$100,000 or more in a 12-month period. The current living wage rate, the Living Wage Act Fact Sheet which includes exemption information, and the Living Wage Act Poster may be found at <https://does.dc.gov/service/office-wage-hour-compliance-0> or contact the Department of Employment Services at (202) 724-7000.

**I.2 WAIVER**

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

**I.3 INDEMNIFICATION**

I.3.1 The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

I.3.2 The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

**I.4 TRANSFER**

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

**I.5 TAXES**

- (a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.
- (b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

“The District of Columbia Government is Exempt from Federal Excise Tax –  
Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland.”



Exempt from Maryland Sales Tax, Registered with The Comptroller of The Treasury –  
Exemption No. 09339

“The District of Columbia Government is Exempt from Sales and Use Tax –  
Registration No. 53-600, The District of Columbia Office of Tax and Revenue.”

## **I.6 OFFICIALS NOT TO BENEFIT**

- I.6.1 Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District’s needs cannot reasonably otherwise be met. (Procurement Practices Reform Act of 2010, D.C. Law 18-0371, D.C. Official Code, section 2-359.10, and Chapter 18 of the DC Personnel Regulations)
- I.6.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

## **I.7 DISPUTES**

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

- (a) **Claims by a Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The Contractor’s claim shall contain at least the following:
- (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and

- (iv) The Contractor's request for relief or other action by the Contracting Officer.
- (2) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The Contracting Officer shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The Contracting Officer's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the contracting officer's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the Contracting Officer to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-360.04.
- (6) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.
- (b) **Claims by the District against a Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or

other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) The Contracting Officer shall decide all claims by the District against a Contractor arising under or relating to a contract.
  - (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
    - (i) Provide a description of the claim or dispute;
    - (ii) Refer to the pertinent contract terms;
    - (iii) State the factual areas of agreement and disagreement;
    - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
    - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
    - (vi) Indicate that the written document is the Contracting Officer's final decision; and
    - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
  - (3) The Contracting Officer shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
  - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
  - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
  - (6) This paragraph shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-360.04.
  - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

## **I.8 CHANGES**

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section I.7 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
  - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

## **I.9 TERMINATION FOR DEFAULT**

- A. The District may, subject to the provisions of paragraph C., below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified within the project work plan or any extension

- thereof; or (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- B. In the event the District terminates this contract in whole or part as provided in paragraph A. above, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated; and the Contractor shall be liable to the District for any excess costs for similar supplies or services. Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.
- C. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called "manufacturing materials") as the Contractor has specifically produced or specifically produced or specifically acquired for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provision of this clause, or that the default was excusable under the provisions of this clause, the rights and

obligations of the parties shall, if the contract contains a clause providing for a termination for convenience be the same as if the notice of termination had been issued pursuant to such clause. Section I.10 "Termination for Convenience."

- F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.
- G. As used in paragraph C., above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

#### **I.10 TERMINATION FOR CONVENIENCE**

(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all contracts to the extent they relate to the work terminated.
- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
- (7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there



is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

- (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
- (2) Any claim which the District has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

#### **I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS**

A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage,

gift, or consideration paid in violation of this title if:

(1) the Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment made under this contract.

(2) There has been any breach or violation of:

(A) Any provision of the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq., or

(B) The contract provision against contingent fees.

- B. If a contract is terminated pursuant to this section, the Contractor: (i) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and (ii) shall refund all profits or fixed fees realized under the contract.
- C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

## **I.12 EXAMINATION OF THE BOOKS**

- I.12.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- I.12.2 The Contracting Officer, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract.

## **I.13 NON-DISCRIMINATION CLAUSE**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial

supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

- (b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D.C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
  - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.  
  
The affirmative action shall include, but not be limited to the following:
    - (a) employment, upgrading or transfer;
    - (b) recruitment or recruitment advertising;
    - (c) demotion, layoff, or termination;
    - (d) rates of pay, or other forms of compensation; and
    - (e) selection for training and apprenticeship.
  - (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
  - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).

- (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under the terms of any subcontractor agreement each subcontractor to permit access of such subcontractor's books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the Contracting Officer, the Contractor may request the District to enter into such litigation to protect the interest of the District.

#### **I.14 SERVICE CONTRACT ACT OF 1965**

##### Definitions:

“Act”, as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351- 358). “Contractor” as used in this clause, means the prime Contractor or any subcontractor at any tier. “Service employee” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a Government contract nor exempted under 41 U.S.C. 356, the principal purpose of which is to furnish services in the United States as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

- A. **Applicability.** To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29CFR 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C, 29 CFR 4.
- B. **Compensation:** (i) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any attachments to this contract; (ii) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation for final determination to the Office of Government Contract Wage Standards, Wage and Hour Division Employment Standards Administration (ESA), and the Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation. (iii) If the term of this contract is more than one (1) year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every two (2) years under wage determinations issued by ESA.
- C. **Minimum Wage.** In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligations to pay a higher wage to any employee.
- D. **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c (b) apply or unless the Secretary of Labor or the Secretary's authorized representative - (i) Determines that the agreement under the predecessor was not the result of arms-length negotiations, or (ii) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality.
- E. **Notification to Employees.** The Contractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits

required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the work site, using such poster as may be provided by the Department of Labor.

- F. **Safe and sanitary working conditions.** The Contractor shall not permit services called for by this contract to be performed in building or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- G. **Records.** The Contractor shall maintain for three (3) years from the completion of the work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
- (i) For each employee subject to the Act –
    - (a) Name and address;
    - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided;
    - (c) Rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
    - (d) Daily and weekly hours worked; and
    - (e) Any deductions, rebates, or refunds from total daily and weekly compensation.
  - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (B)(iii) of this clause. A copy of the report required by paragraph (D) of this clause will fulfill this requirement.
- H. **Withholding of Payments and Termination of Contract:** The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.
- I. **Contractor's Report:** (i) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph C. of this clause. (ii) If wages to be paid or fringe benefits to be

furnished any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

- J. **Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (i) In accordance with regulations issued under Section 14, of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA(29 CFR 520, 521, 524 and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act. (ii) The Administrator will issue certificates under the Act for employing apprentices, and student learners, disabled persons, or disabled clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of minimum wages, but without changing requirements concerning fringe benefits for supplementary cash payments in lieu of these benefits; (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528; and (iv) an employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) of the Act or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

#### **I.15 RECOVERY OF DEBTS OWED THE DISTRICT**

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy in whole or part, any debt due the District.

#### **I.16 NON-DISCLOSURE AGREEMENT**

- A. The Contractor shall maintain as confidential, and shall not disclose to third parties without the District's prior written consent, any District information including, but not limited to, the District's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.
- B. The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or

after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

- C. No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.
- D. The District shall ensure that its personnel do not disclose to any non-District person or organization information concerning the process the Contractor uses to provide services under the awarded contract.

### **I.17 GOVERNMENT PROPERTY**

Contractor use of Government property shall be governed by Chapter 41 of Title 27 of the D.C. Municipal Regulations.

### **I.18 RIGHTS IN DATA**

#### **A. Definitions**

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. "District" – The District of Columbia and its agencies.



**B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

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

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

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

**F. Indemnification and Limitation of Liability**

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

**I.19 PATENTS**

The Contractor shall hold and save the District, its officers, agents, servants and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or use in the performance of this contract, including their use by the District, unless otherwise specifically

stipulated in this contract.

**I.20 RESEVED**

**I.21 APPROPRIATION OF FUNDS**

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for payment of any money shall not arise unless and until such monies shall have been provided. The District's obligation to pay under this contract is subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time. Any expenditures under the contract in excess of the encumbered budget authority are subject to appropriation or additional budget authority.

**I.22 MULTIYEAR CONTRACT**

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of this contract. Unless otherwise provided for in this contract, the effect of termination is to discharge both the District and the Contractor from future performance of the Contract, but not from their existing obligations. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not amortized in the price of the supplies or services delivered under the Contract.

**I.23 RESERVED**

**I.24 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS**

Any contract in excess of one million dollars (\$1,000,000) within a 12-month period shall not be binding or give rise to any claim or demand against the District unless first approved by the Council of the District of Columbia and signed by the Contracting Officer.

**I.25 CONTRACTS THAT CROSS FISCAL YEARS**

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

**I.26 RESERVED**

**I.27 AMERICANS WITH DISABILITIES ACT OF 1990 (“ADA”)**

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

**I.28 FREEDOM OF INFORMATION ACT (“FOIA”)**

The District of Columbia’s Freedom of Information Act, at D.C. Official Code § 2-532 (a)(3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.1 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**I.29 RESERVED**

**I.30 INSURANCE**

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

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers’ compensation, professional liability and crime) 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. The Contractor and its subcontractors' liability policies (except for workers' compensation, professional liability, and crime) 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. i) 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.

- ii) 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.
- iii) 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. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3<sup>rd</sup> party fidelity to cover the dishonest acts of Contractor, its employees and/or volunteers which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence.
5. 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. Shared limits with the Professional Liability coverage will be acceptable.
6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
7. Installation Floater Insurance - For projects involving District property being installed, fabricated or erected by a contractor, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
8. 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 \$5,000,000 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. Shared limits with the Cyber Liability coverage will be acceptable.

9. 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) \$5,000,000 per occurrence and \$5,000,000 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:**  
**(Name of Contracting Officer/Agency)**  
**(Address)**  
**(Phone Number)**  
**(E-mail Address)**

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

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

**I.31 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

- I.31.1 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).
- I.31.2 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.
- I.31.3 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.
- I.31.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- I.31.5 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.
- I.31.6 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.
- I.31.7 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.
- I.31.8 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.
- I.31.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Section I.7.
- I.31.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- I.31.11 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**I.32 COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

**I.33 HEALTH AND SAFETY STANDARDS**

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended (“OSHA”), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

**I.34 FORCE MAJEURE**

Neither the Contractor nor the District shall be deemed in default or otherwise liable hereunder due to either party’s inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial orders (which judicial orders are not the result of any act or omission to act which would constitute a default hereunder), or any failure or delay of any transportation, power or other essential thing required, or similar causes beyond the parties control.

**I.35 GOVERNING LAW**

This contract shall be governed by, and construed in accordance with, the laws of the District of Columbia, including, but not limited to, the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. and D.C. MUN. REGS. tit. 27.

**I.36 ORDER OF PRECEDENCE**

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

- (1) Contract
- (2) Contract Attachments
- (3) BAFO (in order of the most recent to earliest)
- (4) Contractor Proposal

**SECTION J**  
**ATTACHMENTS**

The following Attachments are hereby incorporated:

- J.1 U.S. Department of Labor Wage Determination No. 2015-4281, Revision 27, Dated 06/30/2023
- J.2 Doing Business with Integrity
- J.3 Bidder Offeror Certification Form
- J.4 Past Performance Evaluation Form
- J.5 Subcontracting Plan Form (The District will reject any bid or proposal that fails to include a subcontracting plan that is required by law, pursuant to Section H.3.)
- J.6 Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
- J.7 Department of Employment Services First Source Employment Agreement and Plan

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED OFFICERS**

The Contractor shall list the names of persons authorized to negotiate on the Contractor's behalf in connection with this solicitation (list names, titles, and telephone numbers of the authorized negotiators):

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**K.2 PENDING LEGAL CLAIMS AGAINST THE DISTRICT**

The Offeror must disclose any pending legal claims against the District. Pending legal claims includes, but is not limited to, Federal and District court litigation, administrative actions such as contract appeals or protests, claims for money damages from the District, and any other type of action (court or administrative) against the District. Offerors with pending legal claims against the District are not automatically precluded from contract award. If Offerors does not have any pending legal claims against the District, please indicate this below.

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The Contractor hereby certifies that the information provided above is true, correct and complete.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**K.3 TERMS AND CONDITIONS CERTIFICATION**

The Contractor hereby certifies that it has read, understands, acknowledges and agrees to comply with the terms and conditions as set forth in this solicitation/contract/resultant contract, *without exception*.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

#### L.1 SOLICITATION CONDITIONS

- L.1.1 The District reserves the right to accept/reject any/all bids or proposal resulting from this solicitation.
- L.1.2 The District may reject as non-responsive any bid or proposal that fails to conform in any material respect to this solicitation.
- L.1.3 The Contracting Officer may waive minor informality or irregularity in bids received or provide limited exchanges to clarify or resolve ambiguities, apparent minor mistakes or irregularities in proposals received whenever it is determined that such action is in the best interest of the District.
- L.1.4 All bid, or proposal documents will be retained by the District, and therefore will not be returned to the offeror.
- L.1.5 Offerors are expected to examine the Scope of Work and all instructions and attachments in this Solicitation. Failure to do so shall be at the sole risk of the Offeror.
- L.1.6 The District shall not be liable for any costs incurred by any Offeror associated with the preparation of a bid or proposal submitted in response to this Solicitation.
- L.1.7 The District will reject any bid or proposal that fails to include a subcontracting plan that is required by law, pursuant to Section H.3.

#### L.2 EXPLANATION TO PROSPECTIVE OFFERORS

- L.2.1 If a prospective offeror has any questions, exceptions/alternatives it wishes to present to the District, or assumptions (referred to collectively herein as “inquiries”) relative to this solicitation, the prospective offeror shall email inquiries to the point of contact on Page 1 of this solicitation no later **October 11, 2023 at 2:00 pm** round one (1) questions. The District may not consider any inquiries received after the date specified. An amendment to the solicitation will be posted online on the Solicitation Gateway at <https://bit.ly/2GXc2r5> if that information is necessary in responding to the solicitation, or if the lack of its dissemination would be prejudicial to other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding on the District.
- L.2.2 Upon the release of this Solicitation and during the selection process, there shall be no communication concerning this Solicitation between any prospective Offeror and/or its representatives, and employees of the Government of the District of Columbia, consultants or advisors to the Government of the District of Columbia; and elected or appointed officials of the Government of the District of Columbia or their staff, except as provided for in this Solicitation.

Any violation of this provision by any prospective Offeror and/or its representatives may be grounds for immediate disqualification.

### **L.3 PREPARATION AND SUBMISSION OF PROPOSALS**

**L.3.1** An Offeror shall submit its proposal in two (2) parts: (1) a technical proposal, and (2) a price proposal. The offeror shall label each part respectively, i.e., “Technical Proposal” and “Price Proposal.” See Section L.12 for delivery details.

#### **L.3.2 Technical Proposal**

- 1) For the Technical Proposal, Offerors are directed to the specific proposal evaluation factors found in Section M, Evaluation of this solicitation. The Offeror shall respond to the technical evaluation factors in a way that will allow the District to evaluate the Offeror’s response against the factors. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.
- 2) Representations, Certifications and Acknowledgements: The Offeror shall submit the following forms and information:
  - A. Section K, Representations, Certifications and Other Statements of Offerors
  - B. Solicitation, Offer and Award form (cover page) of this solicitation
  - C. Acknowledgement of Amendments – signed cover page of any amendments to this solicitation
- 3) The Offeror’s Technical Proposal shall be organized and presented in the following clearly marked separate sections:

#### **I. Section: Technical Approach**

- a. Describe the Offeror’s approach and methodology to successfully and swiftly transition into services and successfully collect delinquent debts of the type described in the solicitation. The description should include any innovative features, internal quality assurance procedures, and expected benefit in the performance of the required services.
- b. Describe the Offeror’s approach and capacity to provide collections services for other agencies expected to be added to the collection process during the contract term.
- c. Describe the Offeror’s approach to provide the remitting of collections as required.
- d. Describe the accounts receivable system the Offeror plans to use in conjunction with the resultant contract. The description should include the system’s flexibility for changes to file types and file formats, capacity for weekly and daily files transmission, ability to maintain electronic records as required in the solicitation, and interfaces the system has successfully experienced.

- e. Describe the Offeror's system's reporting platform and all reports available to be provided. The description should also include the Offeror's approach to notify the CCU of overpayments in data format and/or report.
- f. Describe the Offeror's approach to installment payment plan required in Section C.
- g. Describe the staffing plan and the facility the Offeror plans to use to perform the required services.
- h. Describe the Disaster Recovery Plan that Offeror plans to implement for the resultant contract.
- i. Describe the Offeror's plans for training and development of staff to perform the required services. The description should include sample call scripts to be used for training.
- j. Describe the Offeror's approach to provide physical and systems security. The description should also include the PII standards the Offeror plans to employ for the resultant Contract and its method of encrypting PII and PCI related information.
- k. Describe the Offeror's approach to provide credit bureau notices as required.
- l. Describe the Offeror's telephone system and its capabilities to perform the required services.
- m. Describe and provide a draft of the Offeror's Project Plan to be provided for the resultant contract.
- n. Describe its approach and methodology to successfully collect delinquent debts of all the types described in the solicitation.
- o. Describe the offerors staffing plans for sufficient level of personnel to perform all necessary tasks of the Project Plan within the stated timeline.

## **II. System Usability**

- a. The Offeror should provide a video demonstration of the Offeror's proposed system that presents the extent to which the system will be used by District personnel to perform the tasks in Section C with effectiveness, efficiency, and ease.

## **III. Technical Expertise**

- a. Describe the Offeror's technical expertise and capacity to provide the required services for all debt types in the solicitation. The description should include, with any applicable evidence, the following Offeror information:
  - 1. Violations of Federal Trade Commission regulations on the Fair Trade Collection Practices Act, within past 18 months period

2. Violations of Consumer Financial Protection Bureau regulations on the Debt Collection Rule, within past 12 months period
  3. Unresolved complaints with the Better Business Bureau, within past 6 months period
  4. Membership with Commercial Collection Agencies
  5. Industry standard net collection rate
  6. Collector Turnover Rate
- b. Describe or provide resumes that demonstrate the qualifications of the Offeror's key staff and key subcontractors. The qualifications should identify and describe the roles and responsibilities and the level of experience and proficiency of the Offeror's key staff in the specific requirements stated in the Section C.

#### **IV. Section: Experience and Past Performance**

- a. Provide a description of the length of time the Offeror has been in business, the Offeror's general experience in collections services and specific experience with collecting the various types and volume of government debt estimated for the resultant contract.
  - b. The Offeror shall provide a reference list of contracts or subcontracts the Offeror has satisfactorily performed within the past five (5) years that are similar in size and scope as the required services described in Section C. "Similar in size and scope" is in relation to delinquent debt collection of the various types and volume of government debt estimated for the resultant contract. The Offeror's list shall include the following information for each contract or subcontract:
    - i. Contract Title
    - ii. Contract number
    - iii. Contact Person name, phone, and e-mail address
    - iv. Contract duration (or Period)
    - v. Total contract value
    - vi. Whether the Offeror was the prime contractor or a subcontractor
    - vii. Description of work performed, to include:
      1. Type of debts collected
      2. Liquidation rates for the debt types
      3. Annual volumes
      4. Service performed in addition to collections
      5. Placement within Champion Challenges for those debt types, if applicable
- The District may contact listed references.
- c. Provide at least three (3) client completed Attachment J.4, Past Performance Evaluation Forms from the list of references identified in response to Item (b) above.

#### **L.3.3 Price Proposal**

The Offeror's Price Proposal shall be submitted as follows:

- 1) Cover page narrative that describes the budget methodology and detail cost factors



- 2) Completed Section B, Pricing Schedule
- 3) Attachment J.3 Bidder/Offeror Certifications
- 4) Attachment J.6 Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
- 5) Attachment J.7 Department of Employment Services First Source Employment Agreement and Plan
- 6) Attachment J.4 Subcontracting Plan Form (The District will reject any bid or proposal that fails to include a subcontracting plan that is required by law, pursuant to Section H.3.)
- 7) The Offeror's Dun & Bradstreet (D&B) D-U-N-S Number, recent financial statement prepared in accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant, or a copy of the Offeror's most recently submitted IRS tax filing

#### **L.4 SIGNING BIDS, PROPOSALS, AND CERTIFICATIONS**

Each bid or proposal must show a full business address and telephone number and email address of the Offeror and be **SIGNED BY A PERSON OR PERSONS LEGALLY AUTHORIZED TO BIND THE ENTITY TO THE TERMS AND CONDITIONS OF THE CONTRACT**. All correspondence concerning the bid or proposal or resulting contract will be mailed to the address shown on the bid or proposal in the absence of written instructions from the Offeror or contractor to the contrary. Any bid or proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid or proposal submitted by a corporation must be signed with the name of the corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall provide to the District satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a bid or proposal, the Offeror shall submit to the Contracting Officer evidence satisfactory to the Contracting Officer of the agent's authority to bind the Offeror. The Offeror shall complete and sign all Representations, Certifications and Acknowledgements in this solicitation. Failure to do so may result in a bid or proposal being rejected.

#### **L.5 ERRORS IN BIDS OR PROPOSALS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this Solicitation, acquainting themselves with all available information regarding difficulties that may be encountered and the conditions under which the work is to be accomplished. Offerors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed. In event of a discrepancy between a unit price and a total price, the unit price shall govern.

#### **L.6 BIDS OR PROPOSALS FOR ALL OR PART**

Unless otherwise specified in the solicitation, the Contracting Officer may make award either on all items or on any of the items according to the best interests of the District. Unless prohibited by the solicitation, an Offeror may specify that the Offeror will accept award based on all of the items required.

**L.7 WITHDRAWAL OR MODIFICATION OF BIDS OR PROPOSALS**

An Offeror may modify or withdraw its bid or proposal upon written notice or facsimile transmission, or via email if received in the location designated in the solicitation for submission of bids or proposals, but not later than the exact time set for opening of bids or due date for proposals.

**L.8 LATE BIDS OR PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

- L.8.1 Any bid or proposal or modification to any bid or proposal received at the location designated in the solicitation after the time and date set for receipt of bids or proposals shall be considered "late" unless it was received prior to the contract award and any of the following applies:
- (a) It was sent by registered or certified mail not later than five (5) calendar days before the date and time specified for receipt of offers;
  - (b) It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the solicitation;
  - (c) Section L.12 requires electronic delivery and it was sent electronically as prescribed by Section L.12 by the offeror prior to the time and date specified and there is objective evidence in electronic form confirming that the offer was received prior to the date and time specified for receipt; or
  - (d) It was the only proposal received.
- L.8.2 Any request for withdrawal or request for modification of an offer received after the time and date set for receipt of bids or proposals is late.
- L.8.3 A late bid or proposal, late request for modification, or late request for withdrawal shall not be considered, except as provided in this section.
- L.8.4 A late modification of a successful bid or proposal which makes its terms more favorable to the District shall be considered at any time it is received and may be accepted.
- L.8.5 A late bid or proposal, late modification of offer, or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers.
- L.8.6 If any information received electronically is unreadable, the contracting officer immediately shall notify the offeror and permit the offeror to resubmit the unreadable portion of the information. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the offeror and documented in the contract file. The resubmission shall be considered as if it were received at the date and time of the original unreadable

submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the contracting officer.

**L.9 CONTRACT AWARD**

If the District awards a contract as a result of this solicitation, the District will send to the successful offeror one copy of the contract electronically and notice to unsuccessful offeror.

**L.10 ACKNOWLEDGEMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendments to this solicitation (a) by signing and returning the amendment; or (b) by identifying the amendment number and date in the space for amendment(s) on the Offeror's submitted Solicitation, Offer and Award Form, page 1 of the solicitation. The District must receive the acknowledgement by the date and time specified for receipt of bids or proposals. The Offeror's failure to acknowledge an amendment may result in rejection of bid or proposal.

**L.11 ACCEPTANCE PERIOD**

The Offerors agrees that its bid or proposal remains valid for the period specified in Box #12 of the Solicitation, Offer and Award Form (page 1 of this solicitation).

**L.12 GATEWAY UPLOAD OF PROPOSALS**

L.12.1 The Offeror shall submit its proposal in Zip folders or individual files uploaded to the Gateway portal in parts as:

1. the Technical Proposal Zip folder or file with content per Section L.3.2,
2. the Price Proposal Zip folder or file with content per Section L.3.3, and
3. a Redacted Proposal Copy Zip folder or file pursuant to Section L.12.6.

L.12.2 The Offeror shall not include pricing information in its technical proposal, nor must technical information be in the pricing proposal.

L.12.3 All documents should be in a .pdf file. The District will not be responsible for corruption of any file submitted. All Zip folders or files should be conspicuously named with the company name, solicitation number, and content description. See the format below:  
"ABCCo.CFOPD-20-R-000Technical Proposal"  
"ABCCo.CFOPD-20-R-000Price Proposal"  
"ABCCo.CFOPD-20-R-000Redacted Proposal"

L.12.4 To upload to the Gateway portal:

1. Login,
2. Click "View" on the Public Solicitation
3. Click "Register as a Respondent"
4. Click "Solicitations" tab, "My Solicitations"
5. Click "View" on the solicitation

6. Under the Response Status section, complete “Indicate your organization's response status”, then click “Submit”
7. Upload solicitation response in the My File section – **Note: Uploads cannot be deleted or replaced, and each file size should not be larger than 1GB**

- L.12.5 If you do not already have a Gateway Login Account, complete a Vendor Registration Form and W-9 form at <https://dc.cobblestonesystems.com/gateway/> in the Document Library tab and send it to [OCFOvendorhelp@dc.gov](mailto:OCFOvendorhelp@dc.gov) to receive credentials within two (2) business days to Login to the Gateway. **The response due date will not be changed while an offeror receives Gateway Login credentials.**
- L.12.6 Redacted Proposal Copy: In addition to other proposal submission requirements, the offeror must submit a copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under §2-534(a)(1).

### **L.13 PROCUREMENT PROTESTS**

Any actual or prospective Offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file a protest with the Contract Appeals Board no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

### **L.14 STANDARDS OF RESPONSIBILITY**

- L.14.1 The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit evidence, upon request by the District, of the following:
- (a) Financial resources adequate to perform the contract or the ability to obtain them;
  - (b) Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
  - (c) A satisfactory performance record;
  - (d) A satisfactory record of integrity and business ethics;
  - (e) The necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;
  - (f) Compliance with the applicable District licensing and tax laws and regulations;

- (g) The necessary production, construction, and technical equipment and facilities or the ability to obtain them;
- (h) not exhibited a pattern of overcharging the District;
- (i) the prospective contractor does not have an outstanding debt with the District or Federal government in delinquent status of more than the greater of \$1,000 or 1% of the contract value, up to \$25,000; and
- (j) the prospective contractor is otherwise qualified and is eligible to receive an award under applicable laws and rules.

L.14.2 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

#### **L.15 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.15.1** Offerors who include in their bid or proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This bid or proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.15.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid or proposal."**

#### **L.16 INITIAL OFFERS**

The CO reserves the right to reject any or all bids or proposals determined to be inadequate or unacceptable. The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of price, technical and any other factors of award.

### **L.17 Pre-proposal Conference**

L.17.1 A pre-proposal conference will be held from 2:00 pm to 3:00 pm (local time) on Tuesday, October 3, 2023, at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YjBkMjRIYWmtN2ZmMi00MjZiLTgzNTQtNWE5MTVhNGQwNDQ2%40thread.v2/0?context=%7b%22Tid%22%3a%228fe449f1-8b94-4fb7-9906-6f939da82d73%22%2c%22Oid%22%3a%22e95b1f7d-078b-4cbd-90a7-8a7239c19430%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjBkMjRIYWmtN2ZmMi00MjZiLTgzNTQtNWE5MTVhNGQwNDQ2%40thread.v2/0?context=%7b%22Tid%22%3a%228fe449f1-8b94-4fb7-9906-6f939da82d73%22%2c%22Oid%22%3a%22e95b1f7d-078b-4cbd-90a7-8a7239c19430%22%7d) **Meeting ID: 297 272 327 620**

<tel:+12025949550> **Phone Conference ID: 188 238 077#**

L.17.2 The District will request the names of the attending offerors at the conference so that their attendance can be properly recorded. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation.

L.17.3 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the conference pursuant to the deadline established in Section L.2 of the solicitation in order to generate an official answer. Official answers will be provided in accordance with Section L.2 in the solicitation.

**SECTION M**

**EVALUATION OF PROPOSALS**

**M.1 EVALUATION FOR AWARD**

M.1.1 The District intends to award a single contract to the responsive, responsible Offeror whose offer is most advantageous to the District, based upon the evaluation factors specified below. Thus, while the points in the evaluation factors indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation factors that consists of a combination of experience and qualifications, pricing, and ability to meet the needs of the District.

M.1.2 The District may award a contract on the basis of initial offers received, without further discussion. Therefore, each initial offer must contain the Contractor’s best terms from a standpoint of price, technical standards, and other factors.

M.1.3 The District reserves the right to request discussions/oral presentations from Offerors and will use the information derived from these discussions/oral presentations, if any, in its evaluation.

**M.1.4 Selection of Negotiation Process**

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the factors stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1.

**M.2 TECHNICAL RATING**

M.2.1 The technical rating scale and guidelines for each technical evaluation factor identified in the solicitation is as follows:

<b>Rating</b>	<b>Score as a Percentage of Total Available Points for Factors</b>	<b>Guidelines</b>
Excellent	90-100%	The response to the factor is complete and well defined, providing relevant supporting details and examples. The response to this factor indicates a high prospect for outstanding performance on the resulting contract. The expectations for this factor are clearly met or exceeded.
Good	70-89%	The response to the factor is generally complete and well defined, providing reasonably well-developed responses with a good amount of relevant supporting details and examples. The response to this factor indicates a moderate to high prospect for good performance on the resulting contract. Most of the expectations are met for this factor.

<b>Rating</b>	<b>Score as a Percentage of Total Available Points for Factors</b>	<b>Guidelines</b>
Fair	50-69%	The response to the factor is fairly complete, but lacking some definition or clarity. The response is not well developed to address the factor and provides limited supporting details and examples. The response to this factor indicates a prospect of achieving satisfactory performance on the resulting contract, but there may also be some risk. Few of the expectations are demonstrated to be met for this factor.
Poor	49% or below	The response to the factor is not complete or provides minimal information, lacking sufficient details and examples. The response to this factor indicates a moderate to high risk of not achieving satisfactory performance on the resulting contract. Does not demonstrate ability to meet expectations for this factor.

M.2.2 The technical rating is a guideline that will be applied to the point value for each technical evaluation factor or sub-factor to determine the offeror’s score for each factor. For example, if an evaluation factor has a maximum point value of 40, using the technical rating guidelines above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor would fall between 28 to 35 (70% to 89% x 40). The offeror’s total technical score will be determined by adding the offeror’s score in each technical evaluation factor or sub-factor.

**M.3 EVALUATION FACTORS**

Proposals will be evaluated based on the following evaluation factors. The Technical Proposal shall be worth 80 points and the Price Proposal shall be worth 20 points, for a total of 100. If preference points are applicable, the maximum attainable total shall be 112.

**M.3.1 Technical Evaluation Factors (80 Points Maximum)**

The technical evaluation will be subjective. The technical proposal will be scored up to the maximum possible points based on the rating guidelines. The technical proposal will be evaluated based on the following subfactors:

**1. Technical Approach (30 Points Maximum)**

This factor evaluates how complete and well defined is the Offeror’s approach and methodology to provide the requirements of Section C based on Offeror’s information in response to Section L.3.2.3.I.

**2. System Usability (20 Points Maximum)**

This factor evaluates the effectiveness, efficiency, and ease of the Offeror’s proposed system to perform the tasks in Section C based on Offeror’s information in response to Section L.3.2.3.II.



**3. Technical Expertise (15 Points Maximum)**

This factor evaluates the Offeror’s level of technical expertise and capacity and the qualifications of the Offeror’s key staff and key subcontractors to provide outstanding performance of the required services in Section C based on Offeror’s information in response to Section L.3.2.3.III.

**4. Experience and Past Performance (15 Points Maximum)**

This factor evaluates the Offeror’s relevant experience in services similar in size and scope as required in Section C that indicates a prospect for similar performance on the resulting contract based on Offeror’s information in response to Section L.3.2.3.IV.

**M.3.2 Price Evaluation Factor (20 Points Maximum)**

The price evaluation will be objective. Price evaluation will include the Base Year and Option Years. Evaluation of Option Years shall not obligate the District to exercise them. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code §2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing or local with a principal office located in an enterprise zone of the District of Columbia.

**M.4.1 Application of Preferences**

For evaluation purposes, the allowable preferences for Certified Business Enterprises under the Act for are as follows:

- M.4.1.1 Three percent reduction in the bid price in the case of an Invitation for Bids (IFB) or the addition of three points on a 100-point scale in the case of a Request for Proposals (RFP) for a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD), as applicable;
- M.4.1.2 Five percent reduction in the bid price in the case of an IFB or the addition of five points on a 100-point scale in the case of an RFP for a resident-owned business enterprise (ROB) certified by the DSLBD, as applicable;

- M.4.1.3 Ten percent reduction in the bid price in the case of an IFB or the addition of five points on a 100-point scale in the case of an RFP for a longtime resident business (LRB) certified by the DSLBD, as applicable;
- M.4.1.4 Two percent reduction in the bid price in the case of an IFB or the addition of two points on a 100-point scale in the case of an RFP for a local business enterprise (LBE) certified by the DSLBD, as applicable;
- M.4.1.5 Two percent reduction in the bid price in the case of an IFB or the addition of two points on a 100-point scale in the case of an RFP for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the DSLBD, as applicable;
- M.4.1.6 Two percent reduction in the bid price in the case of an IFB or the addition of two points on a 100-point scale in the case of an RFP for a disadvantaged business enterprise (DBE) certified by the DSLBD, as applicable;
- M.4.1.7 Two percent reduction in the bid price in the case of an IFB or the addition of two points on a 100-point scale in the case of an RFP for veteran-owned business enterprise (VOB) certified by the DSLBD, as applicable; and
- M.4.1.8 Two percent reduction in the bid price in the case of an IFB or the addition of two points on a 100-point scale in the case of an RFP for local manufacturing business enterprise (LME) certified by the DSLBD, as applicable; and
- M. 4.1.9 Ten percent reduction in the bid price in the case of an IFB or the addition of five points on a 100-point scale in the case of an RFP for an equity impact enterprise (EIE) certified by the DSLBD, as applicable.

#### **M.4.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

#### **M.4.3 Preferences For Certified Joint Ventures**

When the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences for categories in which the joint venture and the joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.4.4 Offeror's Submission for Preferences**

- M.4.4.1 Any Offeror seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M.4.4.1.1 Evidence of the contractor's or joint venture's certification by the DSLBD as a CBE, to include a copy of the certification from the DSLBD.
- M.4.4.2 Any contractor seeking certification in order to receive preferences under this solicitation must contact the:
- DC Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, N.W., Suite 850N  
Washington, DC 20001
- M.4.4.3 All contractors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.