

<b>AWARD/CONTRACT</b>			1. Reserved for later use			Page of Pages	
						1	29
2. Contract Number CW43955		3. Effective Date See Block 20C		4. Requisition/Purchase Request/Project No. RQ921500			
5. Issued By: Code			6. Administered by (If other than line 5)				
Office of the Contracting and Procurement 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, DC 20001			Department of Human Services 64 New York Ave NW Washington, DC, 20002				
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) Analytica 1705 DeSales St Street NW Suite 400 Washington, DC, 20036			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other		9. Discount for prompt payment:		
Duns No. <input type="text"/> TIN <input type="text"/>			10. Submit invoices to the Address shown in Section 7 (2 copies unless otherwise specified)				
11. Ship to/Mark For Code		12. Payment will be made by Code					
Attention: Michelle Rivera 64 New York Ave NE Washington, DC 20002			Department of Human Services/ Accounts Payable 64 New York Ave NE Washington, DC 20002				
13. Remit Address: Same as 7			14. Accounting and Appropriation Data ENCUMBRANCE CODE:				
15A. Item	15B. Supplies/Services		15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount	
<b>SEE SCHEDULE B on PAGE 2</b>							
Total Amount of Contract Shall Not Exceed						\$999,676.78	
16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
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Contracting Officer will complete Item 17 or 18 as applicable							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return (2) copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, as amended, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed in B.3 and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) this award/contract, and (b) your offer. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) Mariano Lopez Pelliza Managing MEmber				20A. Name of Contracting Officer  Chris Yi			
19B. Mariano Lopez Pelliza  (Signature of person authorized to sign)		Digitally signed by Mariano Lopez Pelliza, o=ANALYTICA, ou, email=mariano.lopez@analytica.net, c=US Date: 2016.05.23 19:03:18 -04'00'		20B. District of Columbia   (Signature of Contracting Officer)		20C. Date Signed  5-31-16	

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

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Human Services (DHS) (the “District”) is seeking a contractor to provide Oracle SOA Suite, WebLogic Suite and WebLogic Enterprise Edition Server - to cover SOA and IBM Curam Application Server requirements- software licenses to fulfill DCAS High Availability (HA), expansion of planed infrastructure to satisfy expected target performance and align license consumption for Go-Live and license audit compliances.

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

**B.3 PRICE SCHEDULE**

**B.3.1 Base Year – One Year from date of award.**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Name</b>	<b>Item Description</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Total Price</b>
0001	Oracle WebLogic Suite	Perpetual Named User Plus licenses for Non-Production environments	120	\$268.56	\$32,227.20
0002	Oracle WebLogic Suite	Perpetual Processor licenses for Production environment	8	\$13,428.00	\$107,424.00
0003	Oracle SOA Suite	Perpetual Named User Plus licenses for Non-Production environments	120	\$358.08	\$42,969.60
0004	Oracle SOA Suite	Perpetual Processor licenses for Production environment	8	\$17,158.00	\$137,264.00
0005	WebLogic Server Management Pack Enterprise Edition	Perpetual Named User Plus licenses for Non-Production environments	120	\$71.62	\$8,594.40
0006	WebLogic Server Management Pack Enterprise Edition	Perpetual Processor licenses for Production environment	24	\$3,580.80	\$85,939.20
0007	SOA Management Pack Enterprise Edition	Perpetual Named User Plus licenses for Non-Production environments	120	\$149.20	\$17,904.00

0008	SOA Management Pack Enterprise Edition	Perpetual Processor licenses for Production environment	24	\$7,460.00	\$179,040.00
0009	WebLogic Enterprise Edition	Perpetual Named User Plus licenses for Non-Production environments	80	\$149.20	\$11,936.00
0010	WebLogic Enterprise Edition	Perpetual Processor licenses for Production environment	14	\$7,460.00	\$104,440.00
0011	WebLogic Server Management Pack Enterprise Edition	Perpetual Named User Plus licenses for Non-Production environments	80	\$71.62	\$85,939.20
0012	WebLogic Server Management Pack Enterprise Edition	Perpetual Processor licenses for Production environment	24	\$3,580.80	\$85,939.20
0013	Maintenance and Support				\$180,269.58
<b>Grand Total B.3.1</b>					<b>\$999,676.78</b>

**B.3.2 Option Year One (1)**

CLIN	Item Description	Total Price
1001	Maintenance and Support	\$185,677.67
<b>Grand Total B.3.2</b>		<b>\$185,677.67</b>

**B.3.3 Option Year Two (2)**

CLIN	Item Description	Total Price
2001	Maintenance and Support	\$185,677.67
<b>Grand Total B.3.3</b>		<b>\$185,677.67</b>

**B.3.4 Option Year Three (3)**

<b>CLIN</b>	<b>Item Description</b>	<b>Total Price</b>
3001	Maintenance and Support	\$189,391.22
<b>Grand Total B.3.4</b>		<b>\$189,391.22</b>

**B.3.5 Option Year Four (4)**

<b>CLIN</b>	<b>Item Description</b>	<b>Total Price</b>
4001	Maintenance and Support	\$193,179.05
<b>Grand Total B.3.5</b>		<b>\$193,179.05</b>

**B.3.6 PRICE SUMMARY FOR FIVE (5) Year Contract Term**

Please insert the "Total" proposed price from Tables B.3.1, B.3.2, B.3.3, B.3.4 and B.3.5 in the designated field under the heading "Total below."

<b>Contract Period</b>	<b>Total</b>
Base Period	\$999,676.78
Option Year One	\$185,677.67
Option Year Two	\$185,677.67
Option Year Three	\$189,391.22
Option Year Four	\$193,179.05
Five – Year Contract Total	\$1,753,602.39

- B.4** A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on "Required Solicitation Documents".

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Human Services (DHS) (the "District") is seeking a contractor to provide Oracle SOA Suite, WebLogic Suite and WebLogic Enterprise Edition Server - to cover SOA and IBM Curam Application Server requirements- software licenses to fulfill DCAS High Availability (HA), expansion of planned infrastructure to satisfy expected target performance and align license consumption for Go-Live and license audit compliances.

### C.2 APPLICABLE DOCUMENTS

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

### C.3 DEFINITIONS

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

- a) Oracle SOA Suite: enables system developers to set up and manage services and to orchestrate them into composite applications and business processes. With **Oracle SOA Suite's** hot-pluggable components, organizations can easily extend and evolve their architectures instead of replacing existing investments.
- b) Oracle WebLogic Suite: Oracle Application server for Java EE v6, Coherence, Application Development Framework, WebLogic Server EE required for Oracle SOA Suite
- c) Oracle WebLogic Enterprise Edition: Oracle Application server for Java EE v6,
- d) Oracle WebLogic Server Management Pack Enterprise Edition:
- e) Oracle SOA Management Pack Enterprise Edition: Required for IBM Curam as Application Server
- f) HA: High availability, not being a single point of failure at multiple layers from Network to application layer.
- g) Non-Production: In SDLC (Software Development Life Cycle) terminology, Development, Quality Assurance, User Acceptance and Pre-Production environments consider as Non-Production environments.
- h) Production: Production environment consider as where real user interact with system and system stores the client information in its database.
- i) Disaster Recovery: (DR) involves a set of policies and procedures to enable the **recovery** or continuation of vital technology infrastructure and systems following a natural or human-induced **disaster**.

## C.4 BACKGROUND

- a) In accordance with the District of Columbia (DC) Mayor's Order 2011-169, as a coordinated effort by: DC Department of Human Services (DHS), DC Department of Health Care Finance (DHCF), DC Health Benefits Exchange (HBX) and DC Office of the Chief Technology Officer (OCTO), the DC Access System (DCAS) Project establishes in the government of the District of Columbia an integrated, health, human and social services public assistance programs eligibility determination and program enrollment system for District residents through a modernized, web-based information system.
- b) DCAS Release 2 will migrate all services from our legacy benefits system ACEDS (Automated Client Eligibility Determination System) to the new DC Access System (DCAS). Included will be the re-engineering of existing and the establishment of new interfaces. This requires data, technical and contractual coordination between our organizations.
- c) DCAS R1 is running on Oracle RAC and Oracle DB EE, DCAS R2 sheltering on R1 DB today and by getting close to Pilot phase and going live required to purchase its own environment to fulfill its HA, Compliance with Oracle and DCAS Performance requirements.

## C.5 REQUIREMENTS

C.5.1 The Contractor shall provide the following:

Item No.	Item Name	Product Description	QTY
001	Oracle WebLogic Suite	Perpetual Named User Plus licenses for Non-Production environments	120
002	Oracle WebLogic Suite	Perpetual Processor licenses for Production environment	8
003	Oracle SOA Suite	Perpetual Named User Plus licenses for Non-Production environments	120
004	Oracle SOA Suite	Perpetual Processor licenses for Production environment	8
005	WebLogic Server Management Pack Enterprise Edition	Perpetual Named User Plus licenses for Non-Production environments	120
006	WebLogic Server Management Pack Enterprise Edition	Perpetual Processor licenses for Production environment	24
007	SOA Management Pack	Perpetual Named User Plus licenses for Non-Production environments	120

	Enterprise Edition		
008	SOA Management Pack Enterprise Edition	Perpetual Processor licenses for Production environment	24
009	WebLogic Enterprise Edition	Perpetual Named User Plus licenses for Non-Production environments	80
010	WebLogic Enterprise Edition	Perpetual Processor licenses for Production environment	14
011	WebLogic Server Management Pack Enterprise Edition	Perpetual Named User Plus licenses for Non-Production environments	80
012	WebLogic Server Management Pack Enterprise Edition	Perpetual Processor licenses for Production environment	24

C.5.2 The Contractor shall also provide annual product support and maintenance by Oracle.

## **SECTION D: PACKAGING AND MARKING**

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

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies and/or clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

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

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

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

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

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

### **F.3 DELIVERABLES**

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

- a) All items shall be delivered in accordance with Section C.5.1 one (1) week from date of award.

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section 35 of the SCP which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section 28 (d) of the SCP.

## **SECTION G: CONTRACT ADMINISTRATION**

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

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.
- G.1.3** The District follows a specific policy for services related to software/hardware (SW/HW) maintenance/licenses and support services. These services must be provided and billed with in the districts fiscal year (10/1 to 09/30). Invoices should only cover one fiscal year and the District cannot be held liable for any such services not billed and paid with in the same fiscal year (October 1 to September 30)<sup>7</sup>. The District issues separate payment for each fiscal year for accounting and budgetary reasons.
- G.1.4** By accepting this contract, for SW/HW maintenance/licenses and support services, you agree that a proper invoice constitutes a service period that covers ONLY October 1 thru September 30.

### **G.2 INVOICE SUBMITTAL**

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

Department of Human Services OCFO  
Hyden Bernard  
Accounts Payable  
64 New York Avenue 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202.671.4200

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;

- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

**G.4.1 PARTIAL PAYMENTS**

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B", and
- c) Presentation of a properly executed invoice.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

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

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

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

### **G.6.2 Payments to Subcontractors**

- G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
  - b) Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - c) the 15<sup>th</sup> day after the required payment date for any other item.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3 Subcontract requirements**
- G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

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

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Chris Yi  
 Office of Contracting and Procurement  
 200 I Street SE, 5<sup>th</sup> Floor  
 Washington, DC 20003  
 Telephone: 202-724.5069  
 E-mail: Chris.yi@dc.gov

**G.8 Not Used**

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

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

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

**G.9 CONTRACT ADMINISTRATOR (CA)**

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

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Review and approve invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

Michelle Rivera  
Management Analyst  
64 New York Ave NE  
Telephone: 202.698.5297  
E-mail: Michelle.Rivera@dc.gov

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

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

6. Authorize the use of District property, except as specified under the contract.

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

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

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

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

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. **2005-2103 Revision 16**, dated 7/8/2015, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PURCHASES OF IT HARDWARE AND EQUIPMENT**

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

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, 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.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia 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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. 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*.

## **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO the Contractor's compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this 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.*

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with 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.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

**H.9.3.1** The dollar amount of the contract or procurement;

**H.9.3.2** A brief description of the goods procured or the services contracted for;

**H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

**H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;

**H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

**H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Subcontractor Standards**

**H.9.4.1** A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

**H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

## SECTION I: CONTRACT CLAUSES

### I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

**I.2 DISPUTES:** (Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 and substitute the following Article I.2, Disputes) (Interim PPRA Version, July 2011).

**I.2.1** All disputes arising under or relating to this contract shall be resolved as provided herein.

**I.2.2** Claims by a Contractor against the District:

Claim, as used in paragraph I.2.2 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.

**I.2.2.1** All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor’s claim shall contain at least the following:

**I.2.2.1.1** A description of the claim and the amount in dispute;

**I.2.2.1.2** Data or other information in support of the claim;

**I.2.2.1.3** A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and

**I.2.2.1.4** The Contractor’s request for relief or other action by the CO.

**I.2.2.2** The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

**I.2.2.3** The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

**I.2.2.4** The CO’s written decision shall do the following:

**I.2.2.4.1** Provide a description of the claim or dispute;

**I.2.2.4.2** Refer to the pertinent contract terms;

**I.2.2.4.3** State the factual areas of agreement and disagreement.

- I.2.2.4.4 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;
  - I.2.2.4.5 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;
  - I.2.2.4.6 Indicate that the written document is the CO's final decision; and
  - I.2.2.4.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- I.2.2.5 Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- I.2.2.5.1 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.
  - I.2.2.5.2 Liability under Paragraph I.2.2.5.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- I.2.2.6 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- I.2.3 Claims by the District against a Contractor:**
- I.2.3.1 Claim as used in paragraph I.2.3 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.
  - I.2.3.2 The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
    - I.2.3.2.1 The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:
      - I.2.3.2.1.1 Provide a description of the claim or dispute;

- I.2.3.2.1.2 Refer to the pertinent contract terms;
  - I.2.3.2.1.3 State the factual areas of agreement and disagreement;
  - I.2.3.2.1.4 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;
  - I.2.3.2.1.5 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;
  - I.2.3.2.1.6 Indicate that the written document is the CO's final decision; and
  - I.2.3.2.1.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- I.2.3.3 The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- I.2.3.4 Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement
- I.2.3.5 The authority contained in this clause I.2.3 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.
- I.2.3.6 This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- I.2.4 Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- I.2.5 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

**I.3 – I.7 Not Used**

**I.8 INSURANCE**

- A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing

performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

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

- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Chris Yi  
Office of Contracting and Procurement  
200 I Street SE, 5<sup>th</sup> Floor  
Washington, DC 20003  
Telephone: 202-724.5069  
E-mail: Chris.yi@dc.gov

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

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

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

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

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

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

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are

incorporated into the contract by reference and made a part of the contract in the following order of precedence:

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

**SECTION J: ATTACHMENTS**

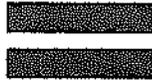
The following list of attachments is incorporated into the contract by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2005-2103 Revision 16, dated 7/8/2015.
<b>J.3</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.4</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.5</b>	LOA – DHS Oracle Licenses

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN SERVICES**



Office of Information Systems- DC Access Systems



**MEMORANDUM**

May 27, 2016

Memorandum: Letter of Authorization -- ANALYTICA

Subject: Purchase of Oracle Software for the District of Columbia Department of Human Services Utilizing a Federal Supply Schedule.

1. The purpose of this letter is to authorize ANALYTICA to use the Federal Supply Schedule: GSA Schedule 70 to purchase Oracle software and support listed in Table A on behalf of District of Columbia Department of Human Services. This authorization expires on May 31, 2016

**Table A:**

Item Nbr	Oracle Product Description	Term	Oracle License Type	Number of Licenses
1	WebLogic Suite	Perpetual	Processor	8
2	WebLogic Suite	Perpetual	Named User Plus	120
3	SOA Suite for Oracle Middleware	Perpetual	Processor	8
4	SOA Suite for Oracle Middleware	Perpetual	Named User Plus	120
5	WebLogic Server Management Pack Enterprise Edition	Perpetual	Processor	24
6	WebLogic Server Management Pack Enterprise Edition	Perpetual	Named User Plus	120
7	SOA Management Pack Enterprise Edition	Perpetual	Processor	24
8	SOA Management Pack Enterprise Edition	Perpetual	Named User Plus	120
9	WebLogic Enterprise Edition	Perpetual	Processor	14
10	WebLogic Enterprise Edition	Perpetual	Named User Plus	80
11	WebLogic Server Management Pack Enterprise Edition	Perpetual	Processor	24
12	WebLogic Server Management Pack Enterprise Edition	Perpetual	Named User Plus	80

2. The prime contract for ANALYTICA in this action is GSA Schedule 70.
3. ANALYTICA will comply with all applicable policies and procedures identified herein and FAR 51.102.

4. District of Columbia Department of Human Services will use the Oracle software and support being purchased for internal business operations. The software shall be delivered to the following address:

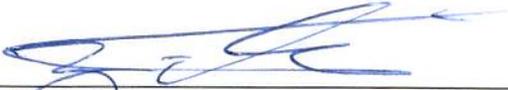
Michelle Rivera  
64 New York Avenue, NE 4th Floor,  
Washington, DC 20002

5. The following statement shall be placed in your order:

This order is placed under written authorization from DHS dated 5-31-16. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the later will govern.

6. The District of Columbia Department of Human Services point of contact is:

- a. Michelle Rivera
- b. 202.698.5297
- c. Michelle.rivera@dc.gov
- d. 64 NY Avenue, NE 4<sup>th</sup> Floor, Washington, DC 20002



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Chris Yi  
Contracting Officer  
Office of Contracting and Procurement