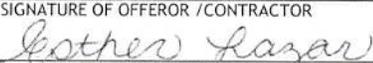
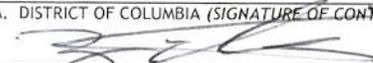


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER		PAGE 1 of 6	
2. TASK ORDER AGREEMENT NO. CW46512		3. Award/Effective Date October 1, 2016		4. CONTRACT NUMBER GS-35F-267BA		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CONTACT Email:		A. NAME			B. TELEPHONE (No Collect Calls)		8. OFFER DUE DATE:
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4TH Street, N.W., Suite 700 South Washington, D.C. 20001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> DCSS/GSA SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED	
						12. PAYMENT DISCOUNT TERMS Net 30 days	
5. CONTRACTOR / OFFEROR Avid Systems, Inc. 1420 N Street, NW, Suite 102 Washington, DC 20005 202-268-6765				16. PAYMENT WILL BE MADE BY CODE Department Of Human Services / Accounts Payable 64 New York Ave., NE, 4th Fl Washington, DC 20002 202-671-4200			
15A DUNS NO.		15B TAX ID NO.					
17. DELIVER TO Department Of Human Services 64 New York Ave., NE, 4th Fl Washington, DC 20002				18. ADMINISTERED BY Office of Contracting and Procurement 200 I Street, SE, 5th Floor Washington, DC 20003 United States			
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 IEM NO.		20 SCHEDULE OF SUPPLIES/SERVICES		21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001-0016		Temporary Personnel Resources (See price schedule in Attachment B)		1	Lot		NTE \$700,000.00
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOTAL AWARD (FOR GOVT. USE ONLY) NTE \$700,000.00			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE FEDERAL SUPPLY SCHEDULE CONTRACT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE FEDERAL SUPPLY SCHEDULE CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Esther Lazar, President		29C. DATE SIGNED 08/30/2016		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer		30C. DATE SIGNED 8-30-16	

Task Order Agreement No. CW46512

1. SERVICES REQUIRED

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Human Services (DHS) seeks a contractor to provide Temporary Personnel Resources. Temporary Personnel will perform program management, system engineering and IT consulting to help the District meet IT staffing goals.

2. GSA SCHEDULE 70 CONTRACT NUMBER: GS-35F-267BA

3. TASK ORDER NUMBER: CW46512

4. TERM OF CONTRACT

The base period of performance shall be from October 1, 2016 through December 31, 2016.

5. CONTRACTING OFFICER (CO)

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

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

6. CONTRACT ADMINISTRATOR (CA)

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

Racheal Plaskon
Department of Human Services
609 H St., NE
Washington, DC, 20002
Racheal.plaskon@dc.gov
202-759-1956

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

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

7. HOURLY RATE CEILING

The ceilings for specified hourly rate items are set forth in Sections B.4.

- 7.1 The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Sections B.4
- 7.2 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.
- 7.3 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- 7.4 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- 7.5 The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Sections B.4 and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.4, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- 7.6 No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- 7.7 If any hourly rate ceiling specified in Sections B.4 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

Task Order Agreement No. CW46512

7.8 A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Sections B.4 unless the change order specifically increases the hourly rate ceilings.

8. ORDERING

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

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

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

8.4 Services to be furnished under this contract will be ordered by the Contract Administrator specified in Section 6.

9. COMPENSATION AND PAYMENT

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

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

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

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

- a) Resources shall submit their own weekly timesheets electronically into the Procurement Automated Support System (PASS).
- b) Timesheets shall be submitted by each Resource no later than Monday 6:00 PM eastern standard time for the previous week's work. No paper timesheets will be accepted for payment by the District.
- c) A District Program Manager shall approve the submitted timesheets.

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

10. ESTIMATED QUANTITIES

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

11. INVOICE SUBMITTAL

- 11.1 The Contractor shall submit proper invoices upon completion of services. Invoices shall be prepared and submitted to the Office of Finance and Resource Management (OFRM) and the Office of the Chief Technology Officer (OCTO). The address of the OCTO is:

Department Of Human Services / Accounts Payable
64 New York Ave., NE, 4th Fl
Washington, DC 20002
202-671-4200

- 11.2 To constitute a proper invoice, the Contractor shall submit the following information:
- i. Contractor's FEIN and invoice date (Contractor shall date invoices as of the date of transmittal)
 - ii. Contract number, purchase order number, and invoice number
 - iii. Job title, NTE rate, number of hours, and the date(s) the services were performed
 - iv. Name, title, telephone number and complete mailing and email address of the responsible official to who payment is to be sent
 - v. Name, title, phone number of person preparing the invoice;
 - vi. Name, title, phone number and email address (if different from the person identified in above item) to be notified in the event of defective invoice; and
 - vii. Authorized signature

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12. DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in Section 6 in accordance with the following:

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

12. INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

The following documents are incorporated by reference into the contract. In the event of an inconsistency among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

12.1 Statement of Work (Attachment A)

12.2 Price Schedule (Attachment B)

12.3 Contractor's GSA Schedule 70 Contract (Attachment C)

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ATTACHMENT A

Statement of Work

A.1 Scope

A.1.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Chief Technology Officer (OCTO) seeks a contractor to provide Temporary Personnel Resources. Temporary Personnel will perform program management, system engineering and IT consulting duties to help the District meet IT staffing goals.

A.2 Applicable Documents

N/A

A.3 Definitions

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

A.4 Background

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

A.5 Requirements

a. APPLICATION DEVELOPER

Education: B.A. or B.S. degree in Computer Science, Information Systems or 9 years of equivalent experience in a related field.

Basic Experience: Must have 8 years of programming experience in software development or maintenance.

Specialized Experience: At least 5 years of experience in IT system analysis and programming.

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

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Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

b. INFORMATION TECHNOLOGY SENIOR CONSULTANT A

Education: B.A. or B.S. degree in Computer Science, Information Systems or 8 years of equivalent experience in a related field.

Basic Experience: Must have 5 years of experience in the IT field.

Specialized Experience: At least 4 years of combined new and related older technical experience in the IT field, including project management and systems architecture.

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

c. PRINCIPAL TECHNICAL SPECIALIST

Education: B.A. or B.S. degree in Computer Science, Information Systems or 4 years of equivalent experience in a related field.

Basic Experience: Must have 5 years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.

Specialized Experience: At least 4 years of experience either as a computer hardware and/or systems software specialist or as a systems analyst, with experience in system management or large-scale system development and maintenance.

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

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d. SYSTEMS ENGINEER

Education: B.A. or B.S. degree in Computer Science or Information Systems or 8 years of equivalent experience in a related field.

Basic Experience: Must have 6 years of experience in systems engineering.

Specialized Experience: At least 3 year of experience in analytical problem solving related to information technology work flow, organization, and planning.

Duties: Must be capable of analyzing information technology requirements. Evaluates IT system problems of workflow, organization, and planning. Develops appropriate corrective action.

e. SENIOR CONSULTANT

Education: B.A. or B.S. degree In Computer Science, Information Systems, Business Administration or 10 years of equivalent experience in a related field.

Basic Experience: Must have 8 years of experience in the IT field.

Specialized Experience: At least 5 years of combined new and related older technical experience in the IT field, including project management and systems architecture.

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

A.5.2 The Contractor shall provide annual background checks for each engaged Resource working under this Task Order contract.

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

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

A.5.7 Resources shall have their own transportation. Work will be on site throughout various District agencies and District of Columbia public schools.

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- A.5.8 If the District determines that an engaged Resource lacks necessary qualifications or demonstrates an inability to perform the duties requested, the Contractor shall disengage the Resource at the direction of the Program Manager. A replacement should be provided within 48 hours.
- A.5.9 Any personnel not showing to work for two consecutive days should be replaced by a new person if it is considered mission critical for the District
- A.5.10 Resources shall submit weekly timesheets into the District's Procurement Automated Support System (PASS) for approval by their supervisory Program Manager. Timesheets shall be submitted no later than 6 PM each Monday for the previous weeks work. Once a week a CSV file containing approved timesheet information will be sent to the Contractor. The CSV file shall contain:
- a) Timesheet ID
 - b) Ending date
 - c) Status
 - d) PO number
 - e) Total hours reported
 - f) Resource name
 - g) Agency name,
 - h) Hourly NTE rate
 - i) Position title
 - j) Total funds expended
 - k) Hours reported by day (Sunday – Saturday).
- A.5.11 The Contractor shall disengage the Resource at the direction of the Program Manager if the District determines that an engaged Resource lacks necessary qualifications or demonstrates an inability to perform the duties requested. A replacement should be provided within 48 hours.
- A.5.12 The Contractor shall submit invoices each billing period, the as defined in Section 10. The District will use PASS or other payment system as required and its automated three- way matching to generate payments to the Contractor. The District shall pay the Contractor using electronic funds transfer.
- A.5.13 Resource(s) shall acknowledges that any concept, document, idea, system, solution or any other product developed as part of the deliverables assigned under the engagement shall be the intellectual property of the District. Neither the Resource nor its vendor has rights to access or use District Intellectual Property (IP) beyond the scope for which it was originally intended. The Resource and its vendor are prohibited from sharing any IP.
- A.5.14 OCTO shall make the final selection of the temporary personnel applicants.
- A.5.15 The District reserves the right to hire any Resource at any time without any additional charge to the District.

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

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

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

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

A.5.20 The Contractor shall submit monthly Certified Payroll Reports.

**ATTACHMENT B
Price Schedule**

B.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Chief Technology Officer (OCTO) seeks a contractor to provide Temporary Personnel Resources. Temporary Personnel will perform helpdesk, administrative and field support duties to help the District meet IT staffing goals.

B.2 The District contemplates award of a Requirements contract.

B.3 Requirements Contract

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section 8. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) The Contractor shall make delivery or performance only as authorized by purchase orders issued by the District in accordance with the Ordering Clause, Section 8. The Contractor shall furnish to the District, when and if ordered, the services specified in section B not to exceed (NTE) \$700,000.00.
- c) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- b) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after contract.

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B.4 Price Schedule

Contract Line Item No. (CLIN)	Labor Categories	Hourly Rate	Estimated Hours	Estimated Total
0001	Application Developer	\$93.79	480	\$45,019.20
0002	Information Technology Senior Consultant	\$110.10	960	\$105,696.00
0003	Principal Technical Specialist	\$79.44	960	\$76,262.40
0004	Senior Consultant	\$143.75	480	\$69,000.00
0005	Systems Engineer	\$115.52	3360	\$388,147.20
Estimated Total				\$684,124.80