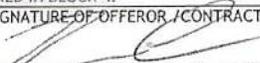
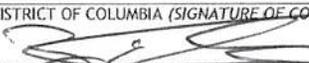


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER		PAGE 1 of 6		
2. TASK ORDER AGREEMENT NO. CW47103		3. Award/Effective Date See Block 30c.	4. CONTRACT NUMBER CW23806		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CONTACT Email: georgette.johnson@dc.gov			A. NAME Georgette Johnson		B. TELEPHONE (No Collect Calls) 202-727-1104		8. OFFER DUE DATE:	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4 TH 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 SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A		12. PAYMENT DISCOUNT TERMS Net 30 days	
					13. RESERVED <input type="checkbox"/>		14. METHOD OF SOLICITATION <input type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP	
5. CONTRACTOR / OFFEROR Telecommunications Development Corp. 1919 13 th Street NW Washington, DC 20009			16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer/ Accounts Payable 200 I Street, SE, Room 5410-D Washington, DC 20003					
15A DUNS NO.		15B TAX ID NO.						
17. DELIVER TO Office of the Chief Technology Officer 200 I Street, SE, 5th Floor Washington, DC 20003 United States			18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, SE, 5th Floor Washington, DC 20003 United States					
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES				21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001-0004	Temporary Personnel Resources (See price schedule in Attachment B)				1	Lot		\$915,373.80
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.					26. TOTAL AWARD (FOR GOVT. USE ONLY) Estimated \$915,373.80			
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) Roger Richmond Vicepresident			29C. DATE SIGNED 9/23/2016		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer		30C. DATE SIGNED 9-23-16	

Task Order Agreement No. CW47103

1. SERVICES REQUIRED

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Chief Technology Officer (OCTO) seeks to leverage the District of Columbia Supply Schedule (DCSS) to acquire Temporary Personnel Resources for the District Agencies. Temporary Personnel will perform program management, system engineering and IT consulting to help the District meet IT staffing goals.

2. DISTRICT OF COLUMBIA SUPPLY SCHEDULE (DCSS) NUMBER: CW23806

3. TASK ORDER NUMBER: CW47103

4. TERM OF CONTRACT

The base period of performance shall be October 1, 2016 through September 30, 2017.

4.1. Option to Extend the Term of the Contract

District may extend the term of this contract for a period of one (1) 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.

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

4.3 The price for the option period shall be as specified in the price Schedule (Attachment B) of the contract.

4.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years but in no event shall the term of this Task Order extend beyond the expiration date of DCSS Contract No. CW23806.

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

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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:

Tehsin Faruk
Office of the Chief Technology Officer
200 I Street SE
Washington, DC, 20003
tehsin.faruk@dc.gov

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

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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.
- 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 DC Supply 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.

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- 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.
- 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:

DC Office of the OCTO (Accts Payable)
200 I St. SE, Room 5410-D
Washington, DC 20003
Phone: 1(202) 727-2277

- 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

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- 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

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. ATTACHMENT

Attachment A – Statement of Work

Attachment B - Price Schedule

**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 to leverage the District of Columbia Supply Schedule (DCSS) to acquire Temporary Personnel Resources for the District Agencies. Temporary Personnel will perform program management, system engineering and IT consulting 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.

The past Task Order contract met the District's need efficiently and effectively, but with room for improvement. This RFTOP seeks to improve upon the past OCTO Temporary Personnel contract vehicle. This procurement reflects a redesign of the past contract to meet OCTO's IT contract staff needs through a vehicle that is simpler, more transparent, and delivers greater value to the District than the past contract.

A.5 Requirements

A.5.1 The Contractor shall provide the following Temporary Personnel Resources to meet the following qualifications:

a. Project Coordinator B

Responsibilities: Duties include participation of monthly reports, contract deliverables, budget reports and overall project coordination. Generate and review publications, manuals and reports. Ensure that all deliverables meet delivery deadlines and specifications. Provide management support for other administrative staff. Minimum Education: Bachelor's Degree is preferred.

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b. Project Director C

Responsibilities: Manage project development, set project plans, communicate and report project status and establish performance goals, metrics and baselines.

Accountable for effective implementation of project standards and procedures, quality control and timely delivery of all requirements.

Responsible for managing project budget, allocating resources, project staff recruitment and training plans. Establish strategic partnership with client to ensure client satisfaction and operational excellence.

c. Project Manager B

Responsibilities: Manage project development, set project plans, communicate and reporting project status and establish performance goals, metrics and baselines.

Accountable for effective implementation of project standards and procedures, quality control and timely delivery of all requirements.

Responsible for managing project budget, allocating resources, project staff recruitment and training plans. Establish strategic partnership with client to ensure client satisfaction and operational excellence.

d. Technical Administrator A

Responsibilities: Provide technical support for efficient information systems integration. Assist with database creation and maintenance, testing emerging technologies into existing system configurations and integrating all systems peripherals for efficient and trouble-free operation.

A.5.2 The Contractor shall provide a successfully completed background check for each Resource selected to perform services for the District under this Task Order contract. The successfully completed background check shall be a condition of that Candidate's working as a Resource under this Contract. The Background Check criteria shall include, at a minimum, the following:

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

A.5.3 The Contractor shall provide annual background checks for each engaged Resource working under this Task Order contract.

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- A.5.4 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.5.5 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.5.6 Resources shall have their own transportation. Work will be on site throughout various District agencies and District of Columbia public schools.
- A.5.7 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.5.8 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.5.9 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.5.10 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.5.11 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.

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A.5.12 Resource(s) shall acknowledge that any concept, document, idea, system, solution or any other product developed as part of the deliverables assigned under the engagement shall be the intellectual property of the District. Neither the Resource nor its vendor has rights to access or use District Intellectual Property (IP) beyond the scope for which it was originally intended. The Resource and its vendor are prohibited from sharing any IP.

A.5.13 OCTO shall make the final selection of the temporary personnel applicants.

A.5.14 The District reserves the right to hire any Resource at any time without any additional charge to the District.

A.5.15 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.5.16 The Contractor shall submit a monthly Labor Report.

A.5.17 The Contractor shall submit, at minimum, two (2) week notice prior to the voluntary disengagement of any Resource.

A.5.18 The Contractor shall submit weekly Engagement and Disengaged reports in Microsoft Excel format.

A.5.19 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 several District agencies seek to leverage the District of Columbia Supply Schedule (DCSS) to acquire 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 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) 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.
- c) 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.
- d) 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) \$915,373.80.

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B.4 Price Schedule

B.4.1 Base Year (One Year from Date of Award)

Contract Line Item No. (CLIN)	Labor Category	Houly Rate*	Estimated Hours	Estimated Total
0001	Project Coordinator B	\$ 43.01	1980	85,159.80
0002	Project Director C	\$ 145.00	1980	287,100.00
0003	Project Manager B	\$ 93.78	1980	185,684.40
0004	Technical Administrator A	\$ 90.26	3960	357,429.60
Estimated Total				915,373.80

B.4.2 Option Year 1

CLIN	Labor Category	Houly Rate*	Estimated Hours	Estimated Total
1001	Project Coordinator B	\$ 43.01	1980	85,159.80
1002	Project Director C	\$ 145.00	1980	287,100.00
1003	Project Manager B	\$ 93.78	1980	185,684.40
1004	Technical Administrator A	\$ 90.26	3960	357,429.60
Estimated Total				915,373.80

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

B.4.3 Grand Total

B.4.1-Base Year: \$915,373.80
B.4.2-Option Year 1: \$915,373.80
B.4.6-Grand Total: \$1,830,747.60