

AWARD/CONTRACT				1. Caption		Page of Pages	
				Child Support Debt Collection Services		1	47
2. Contract Number DCCB-2010-C-8132		3. Effective Date See block 20c		4. Requisition/Purchase Request/Project No.			
5. Issued By: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, D.C. 20001		Code		6. Administered by (If other than line 5) Office of the Attorney General Child Support Services Division 441 4 th Street, NW Washington, D.C. 20001			
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) RSI Enterprises, Inc. 5440 W. Northern Avenue Glendale, Arizona 85301 Christian P. Ulrich (800) 774-4003 Ext. 2348 Duns No. [] TIN []				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other		9. Discount for prompt payment:	
				10. Submit invoices to the Address shown in Section G.2 (2 copies unless otherwise specified)			
11. Ship to/Mark For N/A		Code		12. Payment will be made by Office of the Controller 441 4th Street N.W. Washington, DC 20001		Code	
13. Remit Address:				14. Accounting and Appropriation Data ENCUMBRANCE CODE:			
15A. Item	15B. Supplies/Services		15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount	
0001	Provide debt collection services to recover child support payments in arrears as described in C.3		Fixed Price			\$937,500.00	
0002	Finder's Fee					\$250.00	
						Total Amount of Contract \$937,750.00	
16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Contract Form	1	X	J	Contract Clauses	37
X	B	Supplies or Services & Cost/Price	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Services	6	X	J	List of Attachments	44
X	D	Packing and Marking	22	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	23	X	K	Representations, Certifications and Other Statements of Offerors	45
X	F	Contract Term	24		L	Instructions, conditions & notices to offerors	N/A
X	G	Contract Administration data	26		M	Evaluation factors for award	N/A
X	H	Special Contract Requirements	31				
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 above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type of print) Christian P. Ulrich, President & CEO				20A. Name of Contracting Officer Kenneth D. Hayes, Jr., CPPO, C.P.M., GPCM			
19B. [Signature] (Signature of person authorized to sign)		19C. Date Signed 8-25-10		20B. District of Columbia Kenneth D. Hayes, Jr. (Signature of Contracting Officer)		20C. Date Signed 28 Sept 2010	

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**SECTION B
 SUPPLIES OR SERVICES AND PRICE/COST**

B.1 INTRODUCTION

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Attorney General (OAG) (the District) is awarding a Contractor to provide debt collection services for child support payments in arrears.

B.2 CONTRACT TYPE

The District contemplates award of a fixed price contract based on a fixed percentage recovery basis.

B.3 PRICE SCHEDULE

B.3.1 Base Period of Performance

Contract Line Item Number (CLIN)	Item Description	Unit	Fixed Percentage Recovery	Estimated Recovery	Estimated Total Price
0001	Provide debt collection services to recover child support payments in arrears as described in C.3	Percentage of recovered child support payments	7.5 %	\$12,500,000.00	\$937,500.00
0002	Finder's Fee as described in C.3.1.1.4.1	Per Fee	\$2.50	100	\$250.00
Total for the Base Period					\$937,750.00

B.3.2 Option Year One Period of Performance

Contract Line Item Number (CLIN)	Item Description	Unit	Fixed Percentage Recovery	Estimated Recovery	Estimated Total Price
1001	Provide debt collection services to recover child support payments in arrears as described in C.3	Percentage of recovered child support payments	7.0 %	\$12,500,000.00	\$875,000.00
1002	Finder's Fee as described in C.3.1.1.4.1	Per Fee	\$2.50	100	\$250.00
Total for the Option Year One					\$875,250.00

B.3.3 Option Year Two Period of Performance

Contract Line Item Number (CLIN)	Item Description	Unit	Fixed Percentage Recovery	Estimated Recovery	Estimated Total Price
2001	Provide debt collection services to recover child support payments in arrears as described in C.3	Percentage of recovered child support payments	7.0 %	\$12,500,000.00	\$875,000.00
2002	Finder's Fee as described in C.3.1.1.4.1	Per Fee	\$2.50	100	\$250.00
Total for the Option Year Two					875,250.00

B.3.4 Option Year Three Period of Performance

Contract Line Item Number (CLIN)	Item Description	Unit	Fixed Percentage Recovery	Estimated Recovery	Estimated Total Price
3001	Provide debt collection services to recover child support payments in arrears as described in C.3	Percentage of recovered child support payments	7.0 %	\$12,500,000.00	\$875,000.00
3002	Finder's Fee as described in C.3.1.1.4.1	Per Fee	\$2.50	100	\$250.00
Total for the Option Year Three					\$875,250.00

B.3.5 Option Year Four Period of Performance

Contract Line Item Number (CLIN)	Item Description	Unit	Fixed Percentage Recovery	Estimated Recovery	Estimated Total Price
4001	Provide debt collection services to recover child support payments in arrears as described in C.3	Percentage of recovered child support payments	7.0 %	\$12,500,000.00	\$875,000.00
4002	Finder's Fee as described in C.3.1.1.4.1	Per Fee	\$2.50	100	\$250.00
Total for the Option Year Four					\$875,250.00

B.3.6 Grand Total

Period of Performance	Estimated Total Price
Base Year	\$937,750.00
Option Year One	\$875,250.00
Option Year Two	\$875,250.00
Option Year Three	\$875,250.00
Option Year Four	\$875,250.00
Grand Total	\$4,438,750.00

SECTION C
SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia Office of Contracting and Procurement (OCP) on the behalf of the Child Support Services Division (CSSD) of the Office of the Attorney General (OAG) is awarding a Contractor to provide debt collection services to recover child support payments in arrears. The debt collection services involve identifying the non-custodial parent (NCP's) who have defaulted in making child support payments in accordance with a court order or an order of an administrative process established under State law.

C.1.1 The purpose of this solicitation is to increase collections of child support payments on IV-D cases, with a particular emphasis on increasing the number of cases on which arrears payments are made.

C.1.2 Applicable Documents

The documents below are applicable to this procurement and are hereby incorporated by this reference. The Contractor shall, in performing the required services, comply with these documents and any amendments or revisions that may be issued.

Item No.	Document Type	Title	Edition
1	U. S. Law	Social Security Act, 42 U.S.C. §§ 651 <u>et seq.</u> , available at http://www.gpoaccess.gov/uscode/browse.html	Most Recent
2	Code of Federal Regulations	Office of Child Support Enforcement (Child Support Enforcement Program), Administration for Children and Families, Department of Health and Human Services, 45 CFR §§ 301 <u>et seq.</u> , available at http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200442	Most Recent
3	DC Code	Child Support Enforcement, 46-201 <u>et seq.</u> , available at http://dcode.westgroup.com	Most Recent
4	U. S. Law	Fair Debt Collection Practices Act, 15 U.S.C. § 1692 <u>et seq.</u> , available at http://www.access.gpo.gov/uscode/title15/chapter41_subchapterv_.html	Most Recent

C.1.3 DEFINITIONS

- C.1.3.1 Confidential Information** - Information of a non-public nature which is provided to the Contractor or its employees, agents, or representatives by the District, its employees, agents or representatives, for purposes of facilitating the Contractor to execute the collection services described in this contract.
- C.1.3.2 COTR** – The Contracting Officer’s Technical Representative is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract.
- C.1.3.3 CP** – The custodial parent who has primary care, custody, and control of the child (ren) in question.
- C.1.3.4 CSSD** – Child Support Services Division
- C.1.3.5 Current Assistance** – Public assistance payments and/or benefits presently being received by the CP.
- C.1.3.6 DC Child Support Payment Clearinghouse** - The place where child support payments are received, recorded, and processed through the system.
- C.1.3.7 Disaster Recovery Plan** – The back-up plan to be implemented by the Contractor should an emergency occur, to ensure uninterrupted performance of the services set forth in the contract.
- C.1.3.8 DCCSES** – The District of Columbia Child Support Enforcement System is the statewide automated data processing system for the District’s IV-D Program.
- C.1.3.9 Former Assistance** - Public assistance payments and/or benefits received in the past by the CP.
- C.1.3.10 IV-D Case** – A child support case where at least one of the parties, either the CP or the NCP has requested or received IV-D services from the State’s IV-D agency.
- C.1.3.11 IV-D Program** – The program operated by each State, through its designated agency, which is responsible for locating non-custodial parents or putative fathers, establishing, enforcing and modifying child support orders, and collecting and distributing child support payments.

- C.1.3.12 NCP** - The non-custodial parent who does not have primary care, custody, or control of the child, and has an obligation to pay child support.
- C.1.3.13 Never Assistance**—Public assistance payments and/or benefits never received by the CP.
- C.1.3.14 SDU** – The State Disbursement Unit is the single site in each State which operates the Support Payment Clearinghouse.
- C.1.3.15 TANF** – Temporary Assistance to Needy Families is time-limited public assistance payments made to poor families, based on Title IV-A of the Social Security Act.

C.2 BACKGROUND

- C.2.1** Congress established the Child Support Enforcement Program in 1975 as Title IV-D of the Social Security Act. This program, referred to as the IV-D Program, mandates that States enact laws and carry out required functions to ensure that legally responsible persons, to the best of their ability, contribute to the support of their children. Prior to April 1998, the District's Department of Human Services operated the District of Columbia's IV-D Program. In 1998, the District transferred responsibility for the administration of the District's IV-D Program to the Office of the Attorney General (OAG), formerly called the Office of the Corporation Counsel. As such, OAG is presently the authorized IV-D agency for the District and has delegated its child support administration responsibilities to its Child Support Services Division.
- C.2.2** Title IV-D of the Social Security Act requires States to provide services relating to paternity establishment and the establishment, modification, or enforcement of child support obligations, as appropriate, for all IV-D Cases. While all individuals receiving public assistance are required, as a condition of eligibility, to assign their rights to child and medical support to the State, never assistance recipients, who desire to benefit from the services offered by the IV-D agency, are also entitled to take advantage of the IV-D Program's services. The States must also accept applications for child support assistance from Never Assistance recipients and will offer their services for a nominal fee. Furthermore, Former Assistance recipients automatically have access to the IV-D Program's services free of charge.
- C.2.3** During the fiscal year FY08, CSSD's arrears collections amounted to a total of \$16,874,134.40, with \$2,159,519.26 attributable to Current Assistance cases, \$8,773,319.71 attributable to Former Assistance cases, and \$5,941,295.43 attributable to Never Assistance cases. CSSD is committed to increasing the collection rate of arrears collections by at least 10% each fiscal year. As the number of cases on which arrears are collected is one of the performance

measures on which the District evaluates its IV-D Program, and one of the performance measures that the Federal government uses to assess whether to award CSSD incentive payments, it is vital that CSSD increases the number of overdue child support payments owed by NCPs. Such goal can most successfully be accomplished if CSSD has the assistance of a committed vendor with expertise in collecting outstanding child support payments.

- C.2.4** The average amount owed on the initial cases to be referred to the Contractor totals approximately \$13,900.00 and these cases are typically 10 -15 years old and six (6) months or more in arrears.

C.3 REQUIREMENTS

The Contractor shall provide the required services in accordance with District and Federal regulations (Applicable Documents 1 – 4). Specifically, the Contractor shall provide or perform the following:

C.3.1 COLLECTION SERVICES

The Contractor shall provide collection services for IV-D Cases identified in a monthly batch report to be provided to the Contractor by the Contracting Officer's Technical Representative (COTR) - identified in Section G.10.1 below - by the 10th of each month. This monthly batch report shall include information regarding both the current support amount and the arrears amount owed on each case as of the date of the referral. It shall also include the name of the NCP associated with each case, and his/her Social Security Number. The COTR shall provide up-to-date information regarding current support amounts and arrears balances on subsequent batch reports following the initial referral of a case.

C.3.1.1 Collection Activities

Upon receipt of the monthly batch report, the Contractor shall initiate the process to recover the full arrears amount owed by the non-custodial parent (NCP), and shall, at a minimum, perform the following collection activities:

C.3.1.1.1 Communication with Non-Custodial Parent

The Contractor shall:

- a. Communicate to the NCP that his/her debt is in the Contractor's system within five (5) days of receiving the referral from the COTR;
- b. Develop and provide a form letter to communicate NCPs' outstanding child support debts. The form letter shall require the review and approval of the COTR

prior to use and distribution and shall include the following:

- c. Specify both the current support (if applicable) and arrears amount owed in each letter;
 - d. Explain that amounts paid by the NCP shall be attributed to any current support that the NCP owes before being applied to the NCP's arrears;
 - e. State that collections received from an NCP with multiple cases shall be distributed amongst the NCP's cases in the order of the NCP's case priorities;
 - f. Request that NCP use the postage paid envelope (C.3.1.1.1 c) provided to submit payments.
- c. Include postage prepaid envelopes bearing the Contractor's mailing address with all communication to the NCP;

C.3.1.1.2 Validation of Debt Statement

The Contractor shall send the NCP a validation of debt statement in accordance with the Fair Debt Collection Practices Act (Applicable Document #4) within five (5) business days of the initial communication (C.3.1.1.1 a).

C.3.1.1.3 On-going Communication

The Contractor shall maintain communication with the NCP in accordance with the Fair Debt Collection Practices Act by sending additional demand letters and contacting the NCP via phone at the NCP's principle residence and places of employment. The Contractor shall not visit the NCP's home or workplaces, attempt to seize property or assets or garnish wages, or engage in any other means of obtaining collections which have not been pre-approved by the COTR or which violate the Fair Debt Collection Practices Act.

C.3.1.1.4 NCP Updates

The Contractor shall attempt, through any legally acceptable means, to locate NCPs whose cases are referred to the Contractor by the COTR, but for whom CSSD has incorrect or incomplete contact information or no known address or other contact information. The Contractor shall:

- a. Document all steps taken to contact and locate NCPs whose cases have been referred for collections, including, at a minimum, the following:
 1. Methods used to contact or locate each NCP;
 2. Dates and times that contact was made or attempted;
 3. Persons with whom the Contractor spoke in attempting to contact or locate an NCP; and
 4. Reasons why attempts to contact or locate an NCP were unsuccessful.
- b. Notify the COTR in writing within twenty-four (24) hours of locating an NCP and immediately begin communication with the NCP as described in C.3.1.1.1;
- c. Inform the COTR, in writing, of any new information regarding an NCP that the Contractor learns, including information regarding the NCP's employment, change in address or telephone number, and assets;
- d. Notify the COTR immediately if it learns that an NCP is deceased or incarcerated or if the Contractor discovers information about a case which leads the Contractor to reasonably suspect fraudulent activity is associated with the case. The Contractor shall provide the COTR with documentation supporting the Contractor's finding that the NCP is deceased or incarcerated or that fraudulent activity is suspected;
- e. Notify the COTR of any NCP disputes over amounts owed or debt adjustment requests and refrain from negotiating with the NCPs over amounts owed; and
- f. Notify the COTR when an NCP has fully paid his arrears debt and discontinue performing any further collection activities against that NCP, unless otherwise directed by the COTR.

C.3.1.2 Suspension of Collection Activities

The Contractor shall immediately suspend or cease its collection activities in the event any of the following occur:

- a. At the direction of the COTR;
- b. NCP disputes the amount owed or requests a debt adjustment; or
- c. Upon the earlier of the arrears balance being paid in full or 180 days lapsing from the date that a case was referred to the Contractor, at which time the case shall revert back to CSSD.

The Contractor shall only resume collection activity for such cases upon the request of the COTR.

C.3.1.3 Conflicts of Interest

The Contractor shall not accept any cases in which there is a conflict of interest with the Contractor's staff and shall immediately communicate such conflict to the COTR.

C.3.1.4 NCP Payments

The Contractor shall accept cashier checks, money orders, and electronic payments, including electronic funds transfer payments, as acceptable means of payment from NCPs; however, the Contractor shall not accept cash, credit cards, or personal checks. The Contractor shall instruct NCPs to include their name, Social Security Number, and IV-D Case number(s) when submitting their payment and to mail paper payments directly to the Contractor. The Contractor shall direct NCPs to make checks and money orders payable to the Support Payment Clearinghouse.

C.3.2 PROCESSING OF COLLECTIONS

The Contractor shall handle all collections so as to adhere to all generally accepted accounting principles, District and Federal laws and regulations, and policies conveyed to the Contractor by the COTR.

C.3.2.1 Payments

C.3.2.1.1 The Contractor shall deliver all acceptable paper payments to the Post Office box maintained by CSSD's SDU vendor by 9:00am the next business day following receipt of the payment. The Contractor shall identify the NCP's name, Social Security Number, and IV-D Case number(s) when submitting payments to CSSD's SDU vendor for processing, to assist the SDU vendor to post payments in a timely manner to DCCSES and easily assign payments to the appropriate accounts.

C.3.2.1.2 The Contractor shall follow up on all payments in which the NCP has failed to provide sufficient information to receive credit for his/her payment, within twenty-four (24) or next business day business hours of receipt of the collection. The Contractor shall use commercially reasonable efforts to obtain the missing information as quickly as possible and shall adhere to the applicable terms sets forth in Section C.3.2.1.1 upon receiving such information.

C.3.2.1.3 The Contractor shall identify all collections received from payors that are either damaged in transit, unacceptable forms of payment (C.3.1.4), or unacceptable for deposit, including undated checks, postdated checks, stale dated checks, checks with amounts differing between the written and numeric amounts, checks lacking signatures, checks with no magnetic ink bank routing numbers, checks with no sequence number, or checks without standard identification information. The Contractor shall deliver damaged and unacceptable paper collections to the Post Office, accompanied by a written explanation for the returned collection, for first class mail delivery back to the senders the same day they are received. The Contractor shall attempt to contact the payor via phone within twenty-four (24) or next business day business hours of receiving the unacceptable collection to apprise him/her of the problem and to request the sender to reissue the payment. The Contractor shall use its commercially reasonable efforts to get unacceptable paper collections reissued as quickly as possible and shall adhere to the terms sets forth in Section C.3.2.1.1 upon receiving such reissued, acceptable forms of payment.

C.3.2.2 Payment Audit Trail

The Contractor shall maintain an accurate and up-to-date record and audit trail of all payments collected and submitted to the SDU vendor. The Contractor shall maintain a secure, up-to-date database in which to house payment information and documentation pertaining to the Contractor's collection activities, and shall provide CSSD and the SDU vendor with read-only access to such database. The Contractor shall input payment information into the database prior to sending or transmitting payments to the SDU vendor, identifying the payor and his/her Social Security Number and IV-D Case number(s), amounts paid by the payor, dates the Contractor received these payments, and the means by which these payments were made. The Contractor shall include in the database a log summarizing all activities performed in an effort to collect payments and get unacceptable or damaged payments reissued, and the dates such actions were taken. The Contractor also shall scan into the database copies of all letters issued in performing the collection activities described herein and shall scan images of all paper payments received.

C.3.2.3 The COTR will notify the Contractor of any payments inadvertently sent directly to CSSD or the SDU vendor for which the Contractor should receive credit as a result of its efforts to collect the payment,

within forty-eight (48) hours of the COTR becoming aware that the payment was sent to the wrong address. The COTR shall provide the Contractor with the name, applicable IV-D case number(s), and Social Security Number of the payor; date payment was received; means by which the payment was made; and amount of the payment.

C.3.2.4 Disputes

The Contractor shall provide to the COTR evidence, including letters sent to NCPs and call logs of its efforts to collect an amount owed by a NCP, should a dispute arise regarding whether or not the Contractor should receive credit for a collection.

C.3.3 CUSTOMER SERVICE

The Contractor shall follow the District's customer service policies in performing its responsibilities under the contract. In addition, the Contractor shall adhere to the following requirements:

C.3.3.1 Technical Assistance

The Contractor shall provide on-going support and technical assistance to CSSD's staff to assist them with comprehending reports prepared by the Contractor and accessing the database used by the Contractor to store data and information pertaining to the contract.

C.3.3.2 Toll Free Number

The Contractor shall provide a toll-free number with staff accessible from at least 8:15 A.M. to 4:45 P.M., Monday through Friday, except federally recognized holidays, to provide information to CSSD staff and NCPs whose cases have been assigned to the Contractor. The Contractor shall provide a voicemail message during all other hours stating the Contractor's normal hours of operation, and inviting callers to leave a message to be returned within twenty-four (24) business hours.

C.3.3.3 The Contractor shall ensure that its employees, whether placing or answering calls, act in a professional, courteous, and non-confrontational manner at all times.

C.3.3.4 Referrals to CSSD and SDU Vendor

The Contractor shall make referrals to the COTR or the SDU vendor, as appropriate, when it is unable to resolve an inquiry because the issue is beyond its scope of knowledge or responsibility. The Contractor shall

specifically direct all inquiries regarding disbursement of collections to the SDU vendor, and all inquiries regarding paternity establishment and the establishment, modification, and enforcement of child support orders to the COTR.

C.3.4 TURNOVER PLAN

The Contractor shall develop and submit a turnover plan to the COTR within thirty (30) days after award of the contract, describing how it intends to smoothly transition its responsibilities back to CSSD or to a new contractor upon contract termination or expiration. The COTR will review the turnover plan within thirty (30) days of receipt and either approve the plan or notify the Contractor in writing of issues with the plan which the Contractor needs to address. The COTR must approve Contractor's turnover plan before being deemed the final version.

C.3.5 DISASTER RECOVERY PLAN

C.3.5.1 The Contractor shall develop and implement a disaster recovery and contingency plan that includes provisions for a back-up facility, supporting equipment and materials, operating guidelines, and reconstruction of records, should an occurrence causing widespread destruction or distress to the primary operating facility occur.

C.3.5.1.1 The Contractor shall use its commercially reasonable efforts to avoid any interruption of services or loss of data during the contract.

C.3.5.1.2 The Contractor shall have telephone services rerouted to another facility and restore data within twenty-four (24) hours of a disaster.

C.3.5.1.3 The Contractor shall return to full operational capability as soon as possible in the event of a disaster that prevents regular operations. At the latest, however, the primary operating facility shall resume operation within thirty (30) calendar days of the occurrence of a disaster, unless otherwise agreed to by the COTR.

C.3.5.1.4 The Contractor shall create, maintain, and store off-site a backup database, which includes information related to collection activities performed by the Contractor for CSSD, in the event of primary system failure or disaster. The Contractor shall, at a minimum, perform a full back up two (2) times a week and an incremental back up three (3) times a week.

C.3.5.1.5 The Contractor shall submit a finalized Disaster Recovery Plan for approval by the COTR within thirty (30) days after award of the contract. The COTR will review the plan within thirty (30) days of receipt and either approve the plan or notify the Contractor in writing of issues with the plan which the Contractor needs to address. The COTR must approve Contractor's Disaster Recovery Plan before being deemed the final version.

C.3.5.1.6 The Contractor shall test its Disaster Recovery Plan within the first sixty (60) calendar days of the contract term and no later than forty-five (45) days of each subsequent contract year for the length of the contract.

C.3.5.1.7 The Contractor shall send a "Disaster Recovery Plan Test Validation Report" to the COTR, after the Disaster Recovery Plan is tested, that documents and validates the completion of the test, reports the occurrence of any issues or problems, and sets forth plans for modification to security in the event that issues or problems occur during the test.

C.3.6 PERSONNEL

C.3.6.1 The Contractor shall maintain a sufficient number of personnel dedicated to providing the collection services described herein.

C.3.6.2 The Contractor shall identify all personnel, to include a Project Manager, to contribute to and support the required services.

C.3.6.3 The Contractor shall conduct a background check on all personnel assigned to the contract prior to the employee performing services under this contract. The Contractor shall not assign any personnel to the contract that have been charged and convicted of a crime, given the sensitive nature of the information with which they will be entrusted.

C.3.6.4 The Contractor shall ensure that personnel with access to collections maintain a fiduciary bond. The Contractor shall provide the COTR evidence of required bonds at the date of award and annually thereafter.

C.3.6.5 The Contractor shall ensure that all personnel assigned to perform services under the contract are knowledgeable about the processing of child support collections, including how arrears payments are processed when an NCP has a current support order. The Contractor shall ensure that all personnel are knowledgeable of and comply with all pertinent requirements of District and Federal laws, regulations and guidelines, including the Fair Debt Collection Practices Act and IRS regulations

pertaining to the confidentiality of child support information, and adhere to all applicable CSSD policies and procedures.

- C.3.6.6** The Contractor shall require the Project Manager to attend meetings and participate in conference calls as requested by the COTR.

C.3.7 SECURITY AND CONFIDENTIALITY

- C.3.7.1** The Contractor shall maintain Confidential Information in secure facilities and storage areas.
- C.3.7.2** The Contractor shall develop and provide security procedures for the review and approval of the COTR.
- C.3.7.3** The Contractor shall ensure that only authorized personnel with a need to know such information to perform the requirements set forth in the contract are permitted access to Confidential Information.
- C.3.7.4** The Contractor shall convey to its personnel the confidential nature of Confidential Information and shall restrict its personnel from copying, transcribing, discussing, selling, or releasing any such information, except in compliance with this contract.
- C.3.7.5** The Contractor shall ensure personnel assigned to this contract attend CSSD's security training and sign CSSD's security and confidentiality forms before gaining access to any Confidential Information pertaining to the contract. The Contractor shall maintain the signed forms and a current list of persons who have signed CSSD's security and confidentiality forms for the COTR to review upon request. CSSD security training is offered every other Monday and lasts approximately an hour.
- C.3.7.6** The Contractor shall receive and transmit Confidential Information electronically only through a standard level of encryption and secure hardware and software communication linkages approved by the District's Office of the Chief Technology Officer.
- C.3.7.7** The Contractor shall either immediately return Confidential Information to the COTR or destroy it following the earlier of termination of the contract, the Contractor discontinuing its work on any account, or the COTR requesting the relinquishing of such information. The Contractor shall destroy such information in lieu of returning it, and provide a notarized statement of documents destroyed, only if destruction is requested or pre-approved by the COTR.

C.3.7.8 The Contractor shall be solely liable for theft, misuse, or loss of Confidential Information by its employees, agents, and representatives, and shall indemnify and hold harmless the District and its employees, agents, and representatives against any and all claims arising from the unauthorized disclosure or misappropriation of such information, in accordance with Section 9 of the Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts (March 2007).

C.3.8 REPORTS

C.3.8.1 Weekly Status Report

The Contractor shall provide the COTR and CSSD's SDU vendor with a status report by 5pm EST each Monday, or Tuesday if Monday is a federally recognized holiday. The status report shall be developed and provided utilizing Microsoft Excel, or such other format pre-approved by the COTR. The Contractor's weekly status report shall contain the following information:

C.3.8.1.1 Collections Received

The Contractor's status report shall provide the following information on collections received:

1. Payor's name;
2. Payor's IV-D case number(s);
3. Payor's Social Security Number;
4. Date payment was received by Contractor from each payor;
5. Means by which payment was made by each payor;
6. Amount collected from each payor; and
7. Date that each payment identified on the report was sent to the SDU vendor.
8. Cumulative total dollar amount that the Contractor has collected since inception of the contract.

C.3.8.1.2 Collection Efforts

The Contractor's status report shall provide the following information on the Contractor's collection efforts:

1. Cases sent Validation of Debt Statement (C.3.1.1.2)
2. Methods used to contact or locate NCPs;
3. Dates and times that contact was made or attempted to be made with NCPs;

4. Persons with whom the Contractor spoke in attempting to locate or contact an NCP;
5. Reasons why attempts to locate or contact an NCPs were unsuccessful; and
6. Any follow-up activity in which the Contractor engaged or anticipates engaging on a case.

C.3.8.2 Monthly Report

The Contractor shall provide the COTR and CSSD's SDU vendor with a status report by the 5th of each month. The monthly report shall be developed and provided utilizing Microsoft Excel, or such other format pre-approved by the COTR. The Contractor's monthly report shall contain the following information:

1. Names, Social Security Numbers, and IV-D Case numbers of payors who submitted payments the prior month,;
2. The amount collected from each payor identified on the report during the prior month, and the arrears balance still owed by the NCP as of the last day of this month;
3. Dates that payments received during the previous month were sent to the SDU vendor;
4. Names, Social Security Numbers, and IV-D Case numbers of payors who paid off their debt during the prior month;
5. List of cases on which the Contractor discontinued working during the prior month, date of the discontinuance, and reason for such discontinuance;
6. Total dollar amount that the Contractor collected during the previous month;
7. Total dollar amount that the Contractor has collected since the inception of the contract; and
8. Comprehensive list of the IV-D Cases referred by the COTR since the start of the contract, including the name and Social Security Number of the NCP associated with each case, the date that each case was initially referred, amounts of acceptable payments made on each case as of the report date, arrears balances remaining on each case as of the report date, and the date that each case reverted back to CSSD (if applicable).

C.3.8.3 Ad Hoc Reports

The Contractor shall provide other reports as requested by the COTR.

C.3.9 COLLECTION SERVICES SUPPORTING REQUIREMENTS

The Contractor shall provide the following in support of the required collection and related services described in C.3.1 – C.3.8 above:

C.3.9.1 Facility

The Contractor shall maintain suitable space to house its assigned personnel and office equipment. The Contractor shall permit access to these facilities and operations to individuals designated by the COTR, including District and Federal program officials, auditors, and CSSD employees.

C.3.9.2 Records and Documentation

The Contractor shall maintain sufficient documentation in accordance with District and Federal auditing requirements.

C.3.9.3 Information Technology and Equipment

C.3.9.3.1 The Contractor shall use “state of the art” equipment to allow for the most effective and efficient operations and shall be responsible for these related costs, as well as all costs pertaining to postage, office supplies, software, hardware, and telephone and computer lines, which the Contractor utilizes in executing its responsibilities hereunder.

C.3.9.3.2 The Contractor shall ensure that all data electronically transmitted to CSSD is free of computer viruses. The Contractor shall be liable for any and all costs incurred by CSSD in the process of eliminating virus infections from its system and equipment when detected from data files or reports transmitted by the Contractor. CSSD will withhold from future payments costs that it incurs for virus removal and restoration of all damaged files and/or equipment, as well as labor costs associated therewith. The Contractor shall reimburse CSSD within thirty (30) days of CSSD providing the Contractor with an invoice of the itemized costs, if the costs for virus removal and restoration are greater than future payments owed to the Contractor.

C.3.9.4 The Contractor shall maintain the level of liaison and cooperation with CSSD and its SDU vendor necessary for the Contractor to perform of all of its contractual responsibilities.

C.3.9.5 The Contractor shall give to CSSD ownership of any materials, software, databases, or work in progress that it develops under the contract, upon the earlier of termination of the contract or the request of the COTR.

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SECTION D
PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant 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 March 2007 (Attachment J.1).

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SECTION E
INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the Contract shall be governed by 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 March 2007(Attachment J.1).

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SECTION F
PERIOD OF PERFORMANCE AND DELIVERA

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on page 1 of the 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, 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 a 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 shall be as specified in the contract.

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

F.3 DELIVERABLES

The Contractor shall submit one (1) electronic copy and one (1) hard copy of the following deliverables to the COTR at the due date specified below:

No	Deliverable	Due Date
1	Form Letter (C.3.1.1.1.b)	Within 10 days of contract award
2	Notify COTR of the following:	Within 24 hours of obtaining information
	Locating an NCP (C.3.1.1.4 b)	
	New information regarding an NCP(C.3.1.1.4 c)	
	NCP is deceased or incarcerated(C.3.1.1.4 d)	
	Disputes or debt adjustment requests(C.3.1.1.4 e)	
	NCP has fully paid his arrears debt(C.3.1.1.4 f)	

No	Deliverable	Due Date
3	Turnover Plan (C.3.4)	Within 30 days from contract award
4	Disaster Recovery and Contingency Plan (C.3.5.1.5)	Within 30 days from contract award
5	Disaster Recovery Plan Test Validation Report (C.3.5.1.7)	
6	Background Check (C.3.6.3)	Contract award
7	Fiduciary Bond (C.3.6.4)	Contract Award
8	Security Procedures (C.3.7.2)	Within 30 days from contract award
9	Weekly Status Report	5:00pm Monday
10	Monthly Report	5 th of each month
11	Ad Hoc Reports	Within 5 business days of request

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

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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 30th day after receiving a proper invoice from the Contractor.

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 (CFO) with concurrent copies to the COTR identified in Section G.10.1 The address of the CFO is:

Name: Office of the Controller/Agency CFO
Address: 441 4th Street, NW
Washington, DC 20001
Telephone: (202) 727-9491
Fax: (202) 727-1643
Email: cfo.dc.gov

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

G.4 PAYMENT

G.4.1 The District will pay the Contractor for collections received from NCPs as a direct result of the Contractor's collection activities. The Contractor shall not receive payment unless the collection is submitted in one of the acceptable forms of disbursement set forth in Section C.3.1.4 above.

G.4.2 The District will pay the Contractor for collections resulting from wage withholdings occurring as a direct result of the Contractor locating the employer of an NCP, and CSSD thereafter issuing a wage withholding order and collecting amounts owed.

G.4.3 The District will pay the Contractor as mutually agreed upon by CSSD and the Contractor in the Price Schedule set forth in Section B of the contract.

G.4.4 The District will not pay the Contractor for services rendered on cases where there was no payment made or the payment was unacceptable for deposit.

G.4.5 The District will not pay the Contractor for collections generated by means other than the Contractor's efforts, including CSSD's efforts to collect the amount paid through the implementation of any available enforcement techniques (i.e. tax intercepts, liens on real and personal property, bank account freezes, seizure and sale of property, etc.), or the issuance of a wage withholding order which results for reasons other than the Contractor locating an employer and furnishing this information to the COTR.

G.4.6 The Contractor shall submit monthly invoices with supporting documentation to CSSD between the fifth and tenth of each month, reflecting the amount owed as a result of acceptable collections received the previous month.

G.6 ASSIGNMENT OF CONTRACT PAYMENTS

G.6.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.6.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.6.3 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.7 THE QUICK PAYMENT CLAUSE

G.7.1 Interest Penalties to Contractors

G.7.1.1 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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity;
- or
- c) the 15th day after the required payment date for any other item.

G.7.1.2 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.7.2 Payments to Subcontractors

G.7.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a 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.7.2.2 The Contractor must pay any lower-tier 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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.7.2.3 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.7.2.4 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.8 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Kenneth D. Hayslette, CPPO, C.P.M., CPCM,
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: 202-724-4389
Kennet.Hayslette@dc.gov

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.9.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.9.2** 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 Contracting Officer.
- G.9.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.10.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR 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 the contract. The COTR for this contract is:

Tiffany Cox
Assistant Attorney General
Office of the Attorney General
441 4th Street, NW
202-724-1472
Tiffany.Cox@dc.gov

- G.10.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.10.3** The Contractor may 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.

**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 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 2005-2103, Revision No.10 dated, June 15, 2010 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 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

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 COTR designated in subsection

G.10.1 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability 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 Department of Employment Services ("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 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") is verifying 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 Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer 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 Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer 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 certify 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 Contracting Officer 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 Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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 Contracting Officer 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 the contract any decision of the Contracting Officer 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 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

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

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

H.8 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 program and activities. See 29 U.S.C. §794 *et seq.*

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9. 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.9.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

H.9.3 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.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov. If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

- H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J.4 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.3 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.9.6** 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.9.7** 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.9.8** 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 eminent 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(e)(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.9.9 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.10 CONTRACTOR RESPONSIBILITIES

H.10.1 Background Checks

The Contractor shall conduct background checks at a minimum annually and prior to performing services under this contract for new staff.

H.10.2 Fiduciary Bond

H.10.2.1 Any director, officer, employee, or partner of Contractor who receives, collects, disburses, or invests funds in connection with the activities of such Contractor shall be responsible for such funds in a fiduciary relationship to Contractor.

H.10.2.2 The Contractor shall maintain in force and provide evidence within thirty (30) days of contract award of a fidelity bond in an amount of not less than one million dollars (\$500,000) per person for each officer and employee who has a fiduciary responsibility or fiduciary duty to the organization.

H.11 DISTRICT RESPONSIBILITIES

H.11.1 The District will attempt to contact individuals by phone and/or mail; issue bench warrants; enforcement actions such as license suspensions and passport denials and tax intercepts.

H.11.2 The District, through the COTR, will review and provide comments on each contract deliverable.

H.11.3 The District, through the COTR, will provide continuous contract performance evaluations and program monitoring.

H.11.4 The District, through the COTR, will maintain adequate liaison and cooperation with the Contractor.

**SECTION I
STANDARD 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 March 2007 (Attachment J.1).

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name);

and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code

with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

1.8 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 his insurance broker or insurance company submit a Certificate of Insurance directly to the contracting officer 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 Contracting Officer. 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 Contracting Officer 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 Contracting Officer shall be given 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 Contracting Officer 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.

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.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.

5. Professional Liability Insurance (Errors & Omissions), if applicable. The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of contractor's employees which result in a loss to the District. The policy shall provide a limit of \$500,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

- 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 subcontractor are solely responsible for any loss or damage to their personal property, including but not limited to Contractor tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation applies 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 Contracting Officer 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 Contracting Officer.

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 offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP, Request for Proposal No. DCCB-2009-R-8132, RSI Enterprises, Inc. Technical and Price Proposals submitted on October 30, 2009.

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SECTION J
LIST OF ATTACHMENTS

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
J.2	U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 10 Dated June 15, 2010
J.3	District of Columbia Living Wage Notice
J.4	District of Columbia Living Wage Fact Sheet
J.5	Best and Final Offer dated April 12, 2010
J.6	Price Proposal dated October 30, 2009
J.7	Technical Proposal dated October 30, 2009

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

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

Christian P. Ulrich, President & CEO, 602-627-2348
Lynne Wischart, Executive Vice President & COO, 602-627-2335

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of:
Arizona
 an individual,
 a partnership,
 a nonprofit organization, or
 a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- an individual,
 a joint venture, or
 a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror RSI Enterprises, Inc Date 8-25-10

Name Christian P. Ulrich Title President + CEO

Signature [Handwritten Signature]

Offeror X has has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror X has has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

 X No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

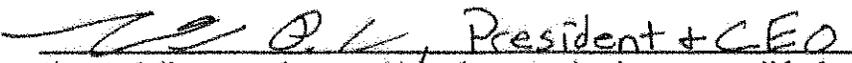
_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

(i) those prices

- (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
- 
President + CEO
- (insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);*
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.