

AWARD/CONTRACT		1. Reserved for later use		Page of Pages			
2. Contract Number DCTO-2010-C-0028		3. Effective Date See Box 20C below.		4. Requisition/Purchase Request/Project No.			
5. Issued By: Office of Contracting and Procurement Information Technology Group 441 4 th Street, N.W., Suite 700 South Washington, D.C. 20001		Code		6. Administered by (if other than line 5) DC Board of Election & Ethics 441 4 th Street NW, Suite 250N Washington, D.C. 20001			
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) Hart InterCivic, Inc. 15500 Wells Port Drive Austin, Texas 78728 512-252-6400		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Section F.2)		9. Discount for prompt payment			
Code		Facility		10. Submit invoices to the Address shown in (2 copies unless otherwise specified)			
11. Ship to/Mark For DC Board of Elections and Ethics 3535 "V" Street, NE Washington, D.C. 20018 Attn: Rokey W. Suleman, II		Code		12. Payment will be made by DC Board of Elections and Ethics 441 4 th Street NW, Suite 250N Washington, D.C. 20001			
13. Reserved for future use		14. Accounting and Appropriation Data					
15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount		
0001	Electronic Poll Book with software and case	675	Each	\$1,480.00	\$999,000.00		
0002	Warranty	1	Year	Included	Included		
Total Amount of Contract				\$999,000.00			
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Contracting Officer will complete item 17 or 18 as applicable							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> 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 contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, 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 or print) DEREK A. HUTSON, SVP				20A. Name of Contracting Officer John P. Varghese			
19B. Name of Contractor <i>Derek Hutson</i> <small>(Signature of person authorized to sign)</small>		19C. Date Signed JUNE 3, 2010		20B. District of Columbia <i>J.P. Varghese</i> <small>(Signature of Contracting Officer)</small>		20C. Date Signed 6/4/10	
*** Government of the District of Columbia		Office of Contracting and Procurement		DC OCP 201 (7-99)			

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Board of Elections and Ethics has a need to purchase 675 Electronic Poll Books.

B.2 BASE TERM – THE PERIOD OF PERFORMANCE SHALL BE ONE YEAR FROM DATE OF AWARD.

Contract Line No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Total Price
CLIN 0001	Electronic Poll Books with software and case in accordance with Schedule A	675	Ea.	\$1,480.00	\$999,000.00
CLIN 0002	Warranty	1	Year	(Not Applicable)	Included
				TOTAL	\$999,000.00

The total price as listed above includes all items as contained in Hart's Schedule A.

The first year of Hart's License & Support Annual Fee is included in the price listed above. The Annual Fee is a combined licensing, sublicensing and support fee, payable to Hart each equipment Anniversary Date.

Hart's License & Support Annual Fees after the first year are reflected following the Schedule A. The License & Support Annual Fee remains the same even if part or all of the hardware components are chosen.

SCHEDULE A – 2d Barcode Scanner

QUANTITY	Hart Part #	DESCRIPTION
ePollbook Hardware		
675	ePollbook Hardware Kit	Netbook
675	Printer	Label Printer with 2 label rolls
675	Transport & Storage Case	Hard sided molded carrying/storage case
675	Barcode Scanner, 2d	Barcode Scanner, 2d
675	Signature Capture Pads	Signature Capture Pads
ePollbook Software		
1	ePollbook Manager Software	ePollbook Manager Software
675	ePollbook Software Seats	ePollbook Software Seats
Professional Services		
1	Professional Services [a]	Project management and/or training
Software License and Support		
First year	First year license and support	License and support fee for the first year
[a] Professional services includes up to 33 days of on-site training and support. Additional days must be purchased separately.		

B.2.1 OPTION PERIOD 1 – THE PERIOD OF PERFORMANCE SHALL BE ONE YEAR

Item Number	Item Description	Quantity	Unit	Unit Price	Total Price
CLIN 1001	Upgrades and support for software (SW) - The contractor shall repair or replace any software that is not fully and properly performing as required under the contract. The contractor represents and warrants that it is not currently bound by any agreements, restriction or obligations, nor will the contractor assume any such obligations of restrictions, which would negatively affect the performance or service to DCBOEE. The contractor warrants that the DCBOEE is purchasing new electronic poll books that are free from defects and perform to all required levels.	1	Year License & Support – Year 2 (required)	Not Applicable	\$60,625.00
				TOTAL	\$60,625.00

B.2.2 OPTION PERIOD 2 – THE PERIOD OF PERFORMANCE SHALL BE ONE YEAR

Item Number	Item Description	Quantity	Unit	Unit Price	Total Price
CLIN 2001	Upgrades and support for software (SW) - The contractor shall repair or replace any software that is not fully and properly performing as required under the contract. The contractor represents and warrants that it is not currently bound by any agreements, restriction or obligations, nor will the contractor assume any such obligations of restrictions, which would negatively affect the performance or service to DCBOEE. The contractor warrants that the DCBOEE is purchasing new electronic poll books that are free from defects and perform to all required levels.	1	Year License & Support – Year 3 (required)	(Not Applicable)	\$21,060.00
				TOTAL	\$21,060.00

B.2.3 OPTION PERIOD 3 – THE PERIOD OF PERFORMANCE SHALL BE ONE YEAR

Item Number	Item Description	Quantity	Unit	Unit Price	Total Price
CLIN 3001	Upgrades and support for software (SW) - The contractor shall repair or replace any software that is not fully and properly performing as required under the contract. The contractor represents and warrants that it is not currently bound by any agreements, restriction or obligations, nor will the contractor assume any such obligations of restrictions, which would negatively affect the performance or service to DCBOEE. The contractor warrants that the DCBOEE is purchasing new electronic poll books that are free from defects and perform to all required levels.	1	Year License & Support – Year 4 (required)	Not Applicable	\$21,902.40
				TOTAL	\$21,902.40

B.2.4 OPTION PERIOD 4 – THE PERIOD OF PERFORMANCE SHALL BE ONE YEAR

Item Number	Item Description	Quantity	Unit	Unit Price	Total Price
CLIN 4001	Upgrades and support for software (SW) - The contractor shall repair or replace any software that is not fully and properly performing as required under the contract. The contractor represents and warrants that it is not currently bound by any agreements, restriction or obligations, nor will the contractor assume any such obligations of restrictions, which would negatively affect the performance or service to DCBOEE. The contractor warrants that the DCBOEE is purchasing new electronic poll books that are free from defects and perform to all required levels.	1	Year License & Support – Year 5 (required	Not Applicable	\$22,778.50
				TOTAL	\$22,778.50

OPTIONAL CLINS

Item Number	Item Description	Quantity	Unit	Unit Price	Total Price
CLIN 5001	Electronic Poll Books	25	Each	\$1,583.00	\$39,575.00
CLIN 5002	Electronic Poll Books	50	Each	\$1,583.00	\$79,150.00
CLIN 5003	Electronic Poll Books	75	Each	\$1,583.00	\$118,725.00
CLIN 5004	Electronic Poll Books	100	Each	\$1,583.00	\$158,300.00

*The District reserve the right to purchase any CLINS listed above for year 2011.

The first year of Hart's License & Support Annual Fee is included in the total price listed above. The Annual Fee is a combined licensing, sublicensing and support fee, payable to Hart each equipment purchase Anniversary Date.

An example of Hart's License & Support Annual Fees after the first year is reflected below. The License & Support Annual Fees are required and remain the same even if part or all of the hardware components are chosen.

Future License & Support Fees**			
Year 2	Second Year License & Support	License & Support fees for Year 2	\$30.00
Year 3	Third Year License & Support	License & Support fees for Year 3	\$31.20
Year 4	Fourth Year License & Support	License & Support fees for Year 4	\$32.45
Year 5	Fifth Year License & Support	License & Support fees for Year 5	\$33.75

**Per unit, License & Support fees.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. SCOPE:

The District of Columbia Government, Office of Contracting and Procurement (OCP), on behalf of the Board of Elections and Ethics, has a need to procure 675 electronic poll books with any component packaged in one complete unit for ease of operation, set-up and transportation.

The undertaking of this activity will: (1) improve poll site efficiency by replacing traditional paper poll books with electronic poll books, thus enhancing the speed at which voters are checked in and processed at the polling locations; (2) allow a faster determination of voter counts for periodic status calls; (3) allow for faster upload of voter history to the master voter registration database, and (4) support same-day registration, early voting and vote centers.

C.1.1 Definitions

Check-In Clerk – the poll worker with responsibility for checking a voter's name against the list of registered voters provided at the polling place.

Electronic Voting System – (also called Direct Recording Electronic voting machines or "DREs") a voting system that combines the vote recording and vote tallying functions into one machine that operates much like a touch screen ATM machine. Voters are directed on how to record and cast their votes with screen prompts. The machines purchased by the BOEE allow voters with disabilities to vote independently using a special audio feature.

Help America Vote Act of 2002 (HAVA) – a federal law that required changes to voter registration and precinct operations in all 50 states and territories including the District of Columbia. At the precinct level, these changes include accessible voting machines for voters with disabilities, provisional ballots, that the Board calls "Special Ballots", and identification requirements for certain voters who register by mail.

Optical/Digital Scan Voting System – a voting system that requires voters to record their votes by filling out a paper ballot that is read by an optical/digital scanner. The scanner, located in the precinct, will reject ballots that are over-voted thus giving the voter an opportunity to correct their ballot. In-precinct scanners also tally the votes in real-time, giving election official's immediate results at the end of Election Day.

Poll worker – a District of Columbia citizen volunteer who receives training from the Board of Elections and Ethics works at the polling place on Election Day and is paid a minimal stipend for their services.

Precinct Captain – the manager of a polling place supervising all of the poll workers in a precinct.

C.2 BACKGROUND:

Currently, the DCBOEE prints a poll book for each precinct prior to each election. This poll book contains all voters registered in the specific precinct by the close of registration. These names reflect all registered voters whether active or inactive, including first time voters needing to satisfy the ID requirement. Each poll book is prepared with alpha breaks prior to shipping to the polling place.

After the election, the paper poll books are returned to the main office, so that voting history can be applied to each voter who signed the poll book. Each staff member is given a poll book and must manually scan in each poll book, scanning the bar code under the voter's name to update the voter's history. Because it is done manually, this process is time-consuming and error-prone.

The procurement of electronic poll books will provide the DCBOEE with benefits including the following:

- Faster Check In
- Quicker voter redirection. In the event a voter is at the wrong polling place, they can be redirected quickly because the data will be contained in the system
- No manual voter history scanning
- Reduction of human error associated with looking up a voter in a paper poll book
- Easier status checks regarding whether a voter has already voted absentee
- The ability to network multiple voting sites to allow voters to cast ballots at a choice of vote centers during early voting.

C.3 REQUIREMENTS

C.3.1. Scheduled Election

The DCBOEE will be conducting two (2) scheduled elections during the calendar year 2010. The contractor shall provide all electronic poll books equipment, software and support necessary to complete these elections.

Election	Election Date
Primary Election	Tuesday, September 14, 2010
General Election	Tuesday, November 2, 2010

The Contractor shall provide the Electronic Poll books in accordance with the delivery schedule set forth in section F.2 and in time for the Primary and General Elections of 2010.

C.3.2 Electronic Poll Books shall:

- C.3.2.1 Be for easily used and operated by a novice;
- C.3.2.2 Provide the ability to look up voters by any combination of last name, first name, date of birth, social security number, voter identification number or any variation combination of the above criteria;
- C.3.2.3 Provide the capability for Elections personnel to create and upload an extract of the District's Voter Registration Database into the Electronic Poll Books;
- C.3.2.4 Have the capability to assign the Electronic Poll Book to a specific Precinct;
- C.3.2.5 Display whether the voter has voted "in-person absentee," "mail-in absentee" and/or provisional ballot;
- C.3.2.6 Verify the eligibility of the voter for a specific election;
- C.3.2.7 Identify who has voted in a specific election;
- C.3.2.8 Be capable of real time synchronization in a network connectivity environment;
- C.3.2.9 Be able to add and update a voter's name, address, and party affiliation on the electronic poll book;
- C.3.2.10 Be capable of capturing voter signature;
- C.3.2.11 Be capable of reading a barcode;
- C.3.2.12 Display the voter's status, (i.e. active, inactive);
- C.3.2.13 Provide the ability to look up addresses by any combination of street number, street name, and zip code;
- C.3.2.14 Store Voter History for easy upload to the Voter Registration System;
- C.3.2.15 Provide a variety of reports including but not limited to reports regarding voter turnout, voter history, party turnout and election specific data;
- C.3.2.16 Have the capability to store data in encrypted format using 128-bit encryption to secure the data;
- C.3.2.17 Be capable of requiring password entry for authorized users;
- C.3.2.18 Have secure tamper proof cases for transport and storage;
- C.3.2.19 Be designed for fail-safe operation by providing redundant storage in event of malfunction;
- C.3.2.20 Provide battery backup in event of power failures;
- C.3.2.21 Be able to withstand frequent loading and unloading, and robust handling during election set up and break down without damage to internal circuitry;
- C.3.2.22 Be able to generate system audit log reports consisting of program operations and event logs; and
- C.3.2.23 have the ability to print a voter authorization card and address and location of a precinct to which a voter is being sent.

C.3.3 Services

The contractor shall provide the services necessary to launch the system and prepare users to operate the system comfortably. These services should include, but are not limited to the following:

C.3.3.1 Implementation:

- C.3.3.1.1 The contractor shall provide on-site programming to ensure the functionality, consistency and accuracy of the system.
- C.3.3.1.2 The contractor shall install and configure the software and hardware in conjunction with the electronic poll book application software. During the course of implementation, the successful offeror should be able to extract data from the Board's Voter Registration system, integrate the data with the electronic poll book application, and update voter history.
- C.3.3.1.3 The contractor should assist the Board's staff in implementing a smooth, seamless roll out of the new technology at the Board's office, early vote sites and polling places.
- C.3.3.1.4 The implementation planning should also include analyzing the application for the electronic poll book; reviewing the data requirements; process planning; and providing a demonstration of the complete set-up of the system in an election environment.

C.3.3.1.5 Implementation Timeline-September 14, 2010 Primary Election

Deliverables	Responsible Party	Due Date*
Delivery and Installation	Contractor	Upon award of contract
Acceptance Testing	BOEE/Contractor	One week after award
Training – Election Support	BOEE/Contractor	Two weeks after award
Internal Testing & Maintenance (mock election)	BOEE/Contractor	Three weeks after award
Pre-Logic and Accuracy Test	BOEE/Contractor	Four weeks after award
Uploading of Voter roll by precinct assignment	BOEE/Contractor	Four weeks after award
In-Person Absentee Begins	BOEE/Contractor	August 30-September 13, 2010
Early Voting begins	BOEE/Contractor	September 7- September 11, 2010
Election Day	BOEE/Contractor	September 14, 2010

*The contractor shall propose a dated timeline to the Contracting Officer & Contract Administrator upon receipt of award.

C.3.4 Training:

C.3.4.1 The contractor shall be responsible for preparation of training materials, conduct of training, and in meeting the Board's training schedule. Intensive training shall be provided to key Board staff to cover all aspects of electronic poll book operation including troubleshooting. The contractor shall assist in integrating the new electronic pollbooks into its current pollworker training program content and format. The contractor shall assist in the development of training materials and will train the trainers. The contractor shall provide on-site training assistance to individual trainers as needed or until they become proficient at training on the electronic poll book.

C.3.4.1.1 On-site support and training shall be provided for the first two elections in 2010 in which the Board uses electronic poll books. Subsequent on-site support and on-site training will be optional for a period of two election cycles.

C.3.5 Support:

C.3.5.1.1 The Contractor shall provide administrative and technical support as required to facilitate the installation, integration and activation of all hardware and software components of the electronic poll book system. The contractor shall provide sufficient number of on-site and off-site technical and operational support for the District before, on, and after Election Day for acceptance testing, preventive maintenance, logic and accuracy test, volume test, and official observer test, if necessary.

C.3.5.1.2 The contractor shall provide all materials and services required to operate and maintain the system during the period of performance before, on and after each election. The logistical support materials shall include the following documentation: system hardware specification; system performance and design requirements; applicable design standards and compatibility requirements; equipment interface requirements; and description of system operating environment. A system operations manual, describing the system's hardware and software components, operational features, and work flow diagram and procedures should be made available to DCBOEE.

C.3.5 System Upgrades/License Fee:

The contractor shall provide any standard upgrades or assist with upgrades due to a change in the Board's resources or voting process. The license support fee shall provide for hardware and software product releases for future upgrades due to changes in federal and local requirements. The contractor shall alert the Board of any "patches" in conjunction with the application and operating system updates. The software product shall include annual license fee for maintenance, support and updates during election cycle.

C.3.5 Warranty

1. A minimum of a one (1) year warranty shall be provided, with the option to extend to four (4) years for all electronic poll books equipment and software. Pricing for extending the warranty for four (4) years is not included in the scope of this contract. Except for circumstances of malicious actions or gross negligence by DCBOEE, the contractor shall repair or replace any hardware, equipment and software that are not fully and properly performing as required under the contract.
2. The contractor represents and warrants that it is not currently bound by any agreements, restrictions or obligations, nor will the contractor assume any such obligations or restrictions, which would negatively affect the performance or service to DCBOEE.
3. The contractor warrants that the DCBOEE is purchasing new electronic poll books that are free from defects and perform to all required levels.

SECTION D – PACKAGING AND MARKING

The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION E – INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clauses number five (5), Inspection of Supplies and 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.

SECTION F – DELIVERABLES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for one year from date of award specified on the cover page of the contract.

F.2 DELIVERABLES

The contractor shall provide to the DCBOEE in its proposal an implementation and delivery schedule for each of the following tasks, milestones and services.

2010 Primary Election	Due Date
Electronic Poll books with software and case	Upon receipt of award
Training and On-Site Election Day Support	Upon receipt of award

All electronic poll books, software and case shall be delivered to:

Rokey W. Suleman, II
Executive Director
DC Board of Elections and Ethics
3535 "V" Street, NE
Washington, DC 20018

- F.2.1** 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.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.3.1** The District may extend the term of this contract for a period of four (4), one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor 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.3.2** If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.3.3** The price for the option period shall be as specified in the contract under Section B – Supplies or Services and Price.
- F.3.4** The total duration of this contract, including the exercise of any options under this clause shall not exceed 5 years.

SECTION G: CONTRACT ADMINISTRATION DATA

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 and equipment 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 Contracting Officer's Technical Representative (COTR) specified in Section G.9 below.

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 are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

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.4.5.

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

INVOICE PAYMENT

G.4.1. The District will make payments to the Contractor upon the submission of proper invoices, at the prices stipulated in the contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in the contract.

G.4.2. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.4.3. The Contractor shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in paragraph G.9. The address of the CFO is:

Name: Board of Elections and Ethics
441 4th Street NW, Suite 250N
Washington, D.C. 20001
Telephone: 202-727-2525
Attn: Accounts Payable

G.4.4. To constitute a proper invoice, the Contractor shall submit the following information:

G.4.5. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.4.6. Contract number and Encumbrance Code. Assignment of an invoice number by the contractor is also recommended;

G.4.7. Description, price, quantity, dates and the percent (%) of work actually performed;

G.4.8. The original and two (2) copies of invoices for cost reimbursable expenses;

G.4.9. Other supporting documentation or information, as required by the Contracting Officer;

G.4.10. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.4.11. Name, title, phone number of person preparing the invoice;

G.4.12. Name, title, phone number and mailing address of person; and

G.4.13. Authorized signature.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 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.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 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.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 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.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 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:

John P. Varghese, Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: (202) 727-5274
John.varghes@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

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

G.8.3 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.9 CONTRACT ADMINISTRATOR (CA)

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

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

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

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

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

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

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

Rokey W. Suleman, II
Executive Director
Board of Election and Ethics
441 4th Street N.W., Suite 250N
Washington, D.C. 20001
Telephone: (202) 727-6511

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

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No: 2005-2103, Revision 8 dated 05/26/09 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. 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.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record

maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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, sec. 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.2.4) 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") 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 certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the 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 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.7 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.8 DISTRICT RESPONSIBILITIES

H.8.1 The District shall furnish the facilities for the training of employees and storage of equipment for its portion of the performance of this contract.

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 <http://ocp.dc.gov/ocp/site/default.asp>. 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.1.1 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.2 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(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.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 LIQUIDATED DAMAGES

If and when the contractor fails to meet the delivery date for any of the CLINS required by the contract, the Contracting Officer may assess liquidated damages at the rate of \$1,000 per day per staff augmentee which the District has to hire or contract with to accomplish work needed because the CLIN was not timely delivered. Given the importance of the District elections, the District will contract for the labor necessary to keep the election preparation process going so that election are conducted on-time. The rate of \$1,000 per day is based upon the rate for professional contract workers.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP"), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to <http://ocp.dc.gov/ocp/site/default.asp> click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

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 District 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** No data will be first produced under this contract so the following does not apply. 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 Technical 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 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 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the 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 Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the 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: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$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.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the 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.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

John P. Varghese, Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: (202) 727-5274
John.varghese@dc.gov

I.8 INCORPORATED DOCUMENTS

- a. This contract, Sections A thru I; and
- b. Request for Proposal dated January 13, 2010 and all Amendments 1-8
- c. Standard Contract Provisions
- d. Contractor's Proposal dated February 17, 2010
- e. Contractor's BAFO dated April 30, 2010
- f. Contractor's Proposal dated May 25, 2010
- g. Contractor's Limited Warranty, Support and License Agreement

I.9 ORDER OF PRECEDENCE

Any inconsistency in this contract shall be resolved by giving precedence in the following order:

- a. This contract Sections A through I; and
- b. Standard Contract Provisions
- c. Request for Proposal dated January 13, 2010 and all Amendments 1-8
- d. Contractor's Proposal dated May 25, 2010
- e. Contractor's BAFO dated April 30, 2010
- f. Contractor's Proposal dated February 17, 2010
- g. Contractor's Limited Warranty, Support and License Agreement

I.10 TOTAL AGREEMENT

This contract, including any specifically incorporated documents, constitutes the total and entire agreement between the parties. All previous discussions, writings and agreements are merged herein.