AWARD/CONTRACT

1. Reserved for later use	Page of Pages	
	1	41

2. Contract Number	3. Effective Date	4. Requisition/Purchase Request/Project No.
CW47272	**10/01/2016**	TBD

5. Issued By: Code	6. Administered by (If other than line 5)
Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001	Office of the State Superintendent of Education 810 First Street NE Washington, DC 20002

7. Name and Address of Contractor (No. street, city, county, state and Zip Code)	8. Delivery ☐ FOB Origin ☒ Other
Navman Wireless North America, Ltd. 2701 Patriot Blvd, Suite 125 Glenview, IL 60026	9. Discount for prompt payment:
	10. Submit invoices to the Address shown in Section G.2.1 of the contract
Duns No. TIN	

11. Ship to/Mark For	Code	12. Payment will be made by	Code
		See G.1	

13. Remit Address:	14. Accounting and Appropriation Data ENCUMBRANCE CODE:
Same as 7	

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
0001	GPS-based Automated Vehicle Locator System	1		SEE SCHEDULE B on PAGE 2	**$346,880.04**
				Total Estimated Price ☞	**$346,880.04**

16. Table of Contents

(X)	Section	Description	Page	(X)	Section	Description	Page
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Contracting Officer will complete Item 17 or 18 as applicable

17. ☒ 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. ☐ AWARD (Contractor is not required to sign this document.)
Your offer on Solicitation Number including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed in B.3 and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) this award/contract, and (b) your offer. No further contractual document is necessary.

19A. Name and Title of Signer (Type or print)	20A. Name of Contracting Officer
MICHAEL L HENN, CFO	Marie Niestrath / Alvin N. Stith

19B.	19C. Date Signed	20B. District of Columbia	20C. Date Signed
(Signature of person authorized to sign)	3/20/17	(Signature of Contracting Officer)	3/27/17

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

B.1 The Office of Contracting and Procurement (OCP) on behalf of the Office of the State Superintendent of Education (OSSE) Division of Transportation (DOT), requires NavMan Wireless North America Ltd, ("Contractor" or "NavMan") to provide a comprehensive GPS-based Automated Vehicle Locator System (AVL System) for its school bus fleet.

B.2 The District contemplates award of a Firm Fixed Price Contract in accordance with 27 DCMR Chapter 24.

B.3 PRICE SCHEDULE

B.3.1 – BASE PERIOD

CLIN	Deliverable	Quantity	Format/Method of Delivery	Pricing	Total Est. Price
0001	Training Materials	1	Electronic/Email	$0.00	$0.00
0002	Disaster Recovery Plan	1	Electronic/Email	$0.00	$0.00
0003	On-Site Training	1	In-person instruction	$0.00	$0.00
0004	Project Plan	1	Electronic/Email	$0.00	$0.00
0005	Final Project Status Report	1	Electronic	$0.00	$0.00
0006	Qube kit (Base Tracking Unit)	833	Physical	$149.00 per	$0.00
0007	Mnav kit (Navigation Unit w/Driver ID)	833	Physical	$199.00 per	$0.00
0008	Complete Warranty for Hardware	833	Electronic	$0.00	$0.00
0009	Qube Installation	833	Physical	$90.00	$0.00
0010	Mnav Installation	833	Physical	$30.00	$0.00
0011	Sensor Install1	833	Physical	$25.00	$0.00
0012	Sensor Install2	833	Physical	$25.00	$0.00
0013	AVL Configuration (1 minute timed updates)	833	Physical	$60.00	$49,980.00
0014	Annual Large Account Support	1	Electronic and Physical	$47,100.00 once	$47,100.00
0015	Routing and Scheduling Interface (push data for planned vs. actual in Trapeze)	1	Electronic and Physical (as necessary)	$0.00	$0.00
0016	Additional Interfaces or Integration	1	Electronic and Physical (as necessary)	$0.00	$0.00

0017	Forms/Medicaid Solution	833	Electronic	$60.00	$49,980.00
0018	Maintenance Module	833	Electronic	$60.00	$49,980.00
0019	Premium Reporting Package	833	Electronic	$0.00	$0.00
0020	API Services	833	Electronic	$0.00	$0.00
0021	Professional Services	1	Electronic and Physical	$0.00	$0.00
0022	Base Package Monthly Service/Airtime Charges	833	Electronic	$179.88	$149,840.04
TOTAL ESTIMATE FOR BASE PERIOD (B.3.1)					**$346,880.04**

B.3.2 OPTION YEAR ONE (1)

CLIN	Deliverable	Quantity	Format/Method of Delivery	Pricing	Total Est. Price
1001	Training Materials	1	Electronic/Email	$0.00	$0.00
1002	Disaster Recovery Plan	1	Electronic/Email	$0.00	$0.00
1003	On-Site Training	1	In-person instruction	$0.00	$0.00
1004	Project Plan	1	Electronic/Email	$0.00	$0.00
1005	Final Project Status Report	1	Electronic	$0.00	$0.00
1006	Qube kit (Base Tracking Unit)	833	Physical	$149.00 per	$0.00
1007	Mnav kit (Navigation Unit w/Driver ID)	833	Physical	$199.00 per	$0.00
1008	Complete Warranty for Hardware	833	Electronic	$0.00	$0.00
1009	Qube Installation	833	Physical	$90.00	$0.00
1010	Mnav Installation	833	Physical	$30.00	$0.00
1011	Sensor Install1	833	Physical	$25.00	$0.00
1012	Sensor Install2	833	Physical	$25.00	$0.00
1013	AVL Configuration (1 minute timed updates)	833	Physical	$60.00	$49,980.00
1014	Annual Large Account Support	1	Electronic and Physical	$47,100.00 once	$47,100.00
1015	Routing and Scheduling Interface (push data for planned vs. actual in Trapeze)	1	Electronic and Physical (as necessary)	$0.00	$0.00
1016	Additional Interfaces or Integration	1	Electronic and Physical (as necessary)	$0.00	$0.00

1017	Forms/Medicaid Solution	833	Electronic	$60.00	$49,980.00
1018	Maintenance Module	833	Electronic	$60.00	$49,980.00
1019	Premium Reporting Package	833	Electronic	$0.00	$0.00
1020	API Services	833	Electronic	$0.00	$0.00
1021	Professional Services	1	Electronic and Physical	$0.00	$0.00
1022	Base Package Monthly Service/Airtime Charges	833	Electronic	$179.88	$149,840.04
TOTAL ESTIMATE FOR OPTION YEAR ONE (B.3.2)					**$346,880.04**

B.3.3 OPTION YEAR TWO (2)

CLIN	Deliverable	Quantity	Format/Method of Delivery	Pricing	Total Est. Price
2001	Training Materials	1	Electronic/Email	$0.00	$0.00
2002	Disaster Recovery Plan	1	Electronic/Email	$0.00	$0.00
2003	On-Site Training	1	In-person instruction	$0.00	$0.00
2004	Project Plan	1	Electronic/Email	$0.00	$0.00
2005	Final Project Status Report	1	Electronic	$0.00	$0.00
2006	Qube kit (Base Tracking Unit)	833	Physical	$149.00 per	$0.00
2007	Mnav kit (Navigation Unit w/Driver ID)	833	Physical	$199.00 per	$0.00
2008	Complete Warranty for Hardware	833	Electronic	$0.00	$0.00
2009	Qube Installation	833	Physical	$90.00	$0.00
2010	Mnav Installation	833	Physical	$30.00	$0.00
2011	Sensor Install1	833	Physical	$25.00	$0.00
2012	Sensor Install2	833	Physical	$25.00	$0.00
2013	AVL Configuration (1 minute timed updates)	833	Physical	$60.00	$49,980.00
2014	Annual Large Account Support	1	Electronic and Physical	$47,100.00 once	$47,100.00
2015	Routing and Scheduling Interface (push data for planned vs. actual in Trapeze)	1	Electronic and Physical (as necessary)	$0.00	$0.00
2016	Additional Interfaces or Integration	1	Electronic and Physical (as necessary)	$0.00	$0.00
2017	Forms/Medicaid Solution	833	Electronic	$60.00	$49,980.00

2018	Maintenance Module	833	Electronic	$60.00	$49,980.00
2019	Premium Reporting Package	833	Electronic	$0.00	$0.00
2020	API Services	833	Electronic	$0.00	$0.00
2021	Professional Services	1	Electronic and Physical	$0.00	$0.00
2022	Base Package Monthly Service/Airtime Charges	833	Electronic	$179.88	$149,840.04
TOTAL ESTIMATE FOR OPTION YEAR TWO (B.3.3)					**$346,880.04**

B.3.4 OPTION YEAR THREE (3)

CLIN	Deliverable	Quantity	Format/Method of Delivery	Pricing	Total Est. Price
3001	Training Materials	1	Electronic/Email	$0.00	$0.00
3002	Disaster Recovery Plan	1	Electronic/Email	$0.00	$0.00
3003	On-Site Training	1	In-person instruction	$0.00	$0.00
3004	Project Plan	1	Electronic/Email	$0.00	$0.00
3005	Final Project Status Report	1	Electronic	$0.00	$0.00
3006	Qube kit (Base Tracking Unit)	833	Physical	$149.00 per	$0.00
3007	Mnav kit (Navigation Unit w/Driver ID)	833	Physical	$199.00 per	$0.00
3008	Complete Warranty for Hardware	833	Electronic	$0.00	$0.00
3009	Qube Installation	833	Physical	$90.00	$0.00
3010	Mnav Installation	833	Physical	$30.00	$0.00
3011	Sensor Install1	833	Physical	$25.00	$0.00
3012	Sensor Install2	833	Physical	$25.00	$0.00
3013	AVL Configuration (1 minute timed updates)	833	Physical	$60.00	$49,980.00
3014	Annual Large Account Support	1	Electronic and Physical	$47,100.00 once	$47,100.00
3015	Routing and Scheduling Interface (push data for planned vs. actual in Trapeze)	1	Electronic and Physical (as necessary)	$0.00	$0.00
3016	Additional Interfaces or Integration	1	Electronic and Physical (as necessary)	$0.00	$0.00
3017	Forms/Medicaid Solution	833	Electronic	$60.00	$49,980.00

3018	Maintenance Module	833	Electronic	$60.00	$49,980.00
3019	Premium Reporting Package	833	Electronic	$0.00	$0.00
3020	API Services	833	Electronic	$0.00	$0.00
3021	Professional Services	1	Electronic and Physical	$0.00	$0.00
3022	Base Package Monthly Service/Airtime Charges	833	Electronic	$179.88	$149,840.04
TOTAL ESTIMATE FOR OPTION YEAR TRHEE (B.3.4)					**$346,880.04**

B.3.5 OPTION YEAR FOUR (4)

CLIN	Deliverable	Quantity	Format/Method of Delivery	Pricing	Total Est. Price
4001	Training Materials	1	Electronic/Email	$0.00	$0.00
4002	Disaster Recovery Plan	1	Electronic/Email	$0.00	$0.00
4003	On-Site Training	1	In-person instruction	$0.00	$0.00
4004	Project Plan	1	Electronic/Email	$0.00	$0.00
4005	Final Project Status Report	1	Electronic	$0.00	$0.00
4006	Qube kit (Base Tracking Unit)	833	Physical	$149.00 per	$0.00
4007	Mnav kit (Navigation Unit w/Driver ID)	833	Physical	$199.00 per	$0.00
4008	Complete Warranty for Hardware	833	Electronic	$0.00	$0.00
4009	Qube Installation	833	Physical	$90.00	$0.00
4010	Mnav Installation	833	Physical	$30.00	$0.00
4011	Sensor Install1	833	Physical	$25.00	$0.00
4012	Sensor Install2	833	Physical	$25.00	$0.00
4013	AVL Configuration (1 minute timed updates)	833	Physical	$60.00	$49,980.00
4014	Annual Large Account Support	1	Electronic and Physical	$47,100.00 once	$47,100.00
4015	Routing and Scheduling Interface (push data for planned vs. actual in Trapeze)	1	Electronic and Physical (as necessary)	$0.00	$0.00
4016	Additional Interfaces or Integration	1	Electronic and Physical (as necessary)	$0.00	$0.00
4017	Forms/Medicaid Solution	833	Electronic	$60.00	$49,980.00

4018	Maintenance Module	833	Electronic	$60.00	$49,980.00
4019	Premium Reporting Package	833	Electronic	$0.00	$0.00
4020	API Services	833	Electronic	$0.00	$0.00
4021	Professional Services	1	Electronic and Physical	$0.00	$0.00
4022	Base Package Monthly Service/Airtime Charges	833	Electronic	$179.88	$149,840.04
TOTAL ESTIMATE FOR OPTION YEAR FOUR (B.3.5)					**$346,880.04**

B.4 An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Contract will be invalid if the contractor fails to submit a subcontracting plan that is required by law. For contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

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

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Government, D.C. Office of the State Superintendent of Education-Division of Student Transportation (OSSE-DOT) is seeking a qualified contractor to provide a comprehensive GPS-based Automated Vehicle Locater System (AVL System) for its school bus fleet.

C.2 APPLICABLE DOCUMENTS

N/A

C.3 DEFINITIONS

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

Term	Definition
M-Nav	The navigation unit used for vehicle navigation, turn-by-turn directions as well as electronically recording student ridership.
Sensor	Equipment that allows for the recording of certain activity on vehicles, including red light off/on, door open/close, stop arm out/in, and master switch.
Qube	The physical AVL transmitter. The Qube transmits GPS information via cellular data.

C.4 BACKGROUND

The Office of the State Superintendent of Education – Division of Student Transportation (OSSE-DOT) provides school bus transportation services to approximately 3,200 special needs students annually. OSSE-DOT is required to provide safe and appropriate round trip transportation (special education transportation) at no cost, for all eligible District of Columbia students receiving specialized education and/or related services, whose individual needs require transportation to and from education programs and/or related service sites by means of other than public transportation or on foot. These services must be provided, uninterrupted, throughout the school year and the extended school year, in accordance with the Individuals with Disabilities Education Act (IDEA) 34 CFR.

The AVL System should provide intelligent automatic vehicle location data using cellular time transmission; real time vehicle management and vehicle status; map data; activity reports; mileage reports; stopped and idling reports and vehicle diagnostics. In addition, the AVL System must include a student tracking module for students riding the bus. OSSE DOT is also seeking equipment installation and remediation services from the current GPS vendor, Navman Wireless, to expand the number of transmitting GPS units across its school bus fleet.

There are on-going vehicle acquisitions, repair work, and retirements as part of the five year capital funded fleet replacement program. There are a number of existing vehicles in the fleet that require the AVL equipment (GPS Qube) and/or the mobile data terminal or MDT (M-Nav)

to be installed, checked, repaired, or upgraded with latest 13.x firmware. This includes the upgrade/swap out of 2G modems and the replacement with 3G modems due to AT&T 2G communications shutting down at the end of 2016.

The data returned from the M-Nav devices would assist with student ridership tracking, performance tuning, customer service, and enhance the division's analytic capabilities with regard to these domains. Additionally, the related AVL data would serve as an input to the division's daily on-time/performance reporting.

Additionally, this installation and remediation work supports the deployment of the Student Ridership Tracking module which provides a digital interface for bus drivers to record the ridership status of students and also present that information via the Dispatchers Console in the Navman Online AVL2 application.

C.5 REQUIREMENTS

C.5.1 Contract Requirements

C.5.1.1 The contractor shall provide an AVL system that integrates effectively with the Routing Software (Trapeze) currently in use at the Division of Student Transportation.

C.5.1.2 The system must be able to incorporate all Trapeze routing and mapping upgrades.

C.5.1.3 The system must not compromise existing feature codes, e.g. routes, travel paths, or school boundaries.

C.5.1.4 The AVL and hardware must use a modern cellular communication network – no radio-based systems will be considered.

C.5.1.5 The AVL System's application must operate on a modern Microsoft SQL Server database platform, to be housed on servers furnished by the Government of the District of Columbia in its data centers.

C.5.1.6 The AVL System's application must be compliant with the appropriate upgrades for the Microsoft SQL Server environment accordingly. The AVL system must be able to support new versions of Microsoft SQL Server accordingly. This shall include the upgrade/swap out of 2G related equipment and the replacement with 3G related equipment due to AT&T 2G communications shutting down at the end of 2016.

C.5.1.7 The AVL system shall include modules to support student tracking and driver emergency alerts.

C.5.2 System Requirements

C.5.2.1 The system shall have monitoring capabilities for each of the vehicles providing transportation services to OSSE-DOT.

C.5.2.2 The contractor shall provide AVL units for each of the buses in the OSSE – DOT fleet. The AVL units shall be in a tamper-proof location. This shall include the upgrade/swap

out of 2G related equipment (modems, M-Nav, qubes, etc) and the replacement with 3G related equipment (modems, M-Nav, qubes, etc).

C.5.2.3 The system shall be able to capture vehicle location from GPS satellites.

C.5.2.4 The GPS should provide ten (10) meter accuracy 99% of the time.

C.5.2.5 The system shall transmit information about each vehicle that includes latitude, longitude, speed, and heading (direction), at a frequency determined by the polling schedule.

C.5.2.6 The system shall transmit the occurrence of a minimum of six (six) different events to be determined by the Division of Student Transportation (e.g. door opening, reverse lights, stop arm deployed, etc.).

C.5.2.7 The system shall have connectivity to peripheral devices, such as a panic button for driver emergency alerts.

C.5.3 AVL Computer Application

C.5.3.1 The AVL units shall transmit their data through a modern cellular communication network that will route it in real time to the application servers located in one of the District of Columbia's data centers.

C.5.3.2 The routing application produces a daily trip plan for all buses that sets expected times for each bus to depart from the terminal, pick up students, and arrive at the school. The AVL system shall pull the aforementioned daily trip information nightly and have it available for use in comparing with the actual activity tracked by the AVL units.

C.5.3.3 The AVL system shall be able to record bus substitutions as they are made in order to ensure efficient functioning of the planned vs. actual reporting, as well as to provide the accurate expectations for student tracking. OSSE – DOT could have bus substitutions on a daily basis.

C.5.3.4 The system shall support daily bus substitutions in an efficient manner.

C.5.3.5 The system shall support when one bus runs two different routes (a doubled route), which occurs occasionally when terminals are short staffed or have a reduction in buses that day.

C.5.3.6 The AVL applications shall store raw AVL data transmitted from the AVL units (latitude/longitude, speed, and heading direction).

C.5.3.7 The AVL system shall be able identify bus stop times, locations, and loading/unloading times, and entry/exit events from bus terminals, fueling stations, and schools.

C.5.3.8 The application shall track mileage traveled on individual routes, and field trips, as well as track time spent idling (engine running, but the bus is not moving).

C.5.3.9 The OSSE-DOT system administrator shall be able to specify any desirable interval of polling frequency within the system. The tracking system must report real-time vehicle data every ten seconds as a standard with the flexibility to adjust to up to 10 minutes.

C.5.3.10 The polling interval shall be changeable at any time from the system administrator's computer.

C.5.3.11 The system shall allow for different polling schedules to be set for different sets of vehicles.

C.5.3.12 The system shall be able to be programmed to shut off transmission under certain conditions – nights and weekends, or have the unit go into sleep mode if the engine is off more than 10 minutes in order to reduce accumulation of unnecessary AVL transmission data.

C.5.3.13 The system shall allow dispatchers and other OSSE–DOT staff to view the real-time position of vehicles on a map.

C.5.3.14 The system's map display shall include user-defined geographic features such as bus terminals, schools, and student pick-up/drop-off locations. From this display, the user shall be able to search to find a specific bus by bus number or route number, and obtain an instant update on that vehicle's location regardless of the polling schedule.

C.5.3.15 The user shall be able to type in a specific address and display the vehicles closest to that location within the system. The display shall indicate the vehicle's heading accordingly.

C.5.3.16 The AVL application shall provide OSSE-DOT with the ability to set parameters to trigger exception events, which can then be retrieved through reports. The Examples include but are not limited to the following: speeding events based on speeds above threshold values, and excessive idling events, based on maximum idle time parameters.

C.5.3.17 The system shall utilize the information from the Trapeze interface including bus substitution functionality to provide accurate information available to compare planned events against the actual activity as captured from the AVL units.

C.5.3.18 The AVL application shall provide real-time tracking and notification when buses leave early or late from the terminal; when buses arrived outside the time window for scheduled student pickups, or pick up students out of order; when buses arrive at schools early or late (outside the user-specified arrival window).

C.5.3.19 The AVL system shall be able to globally modify the "planned" times in routes on days with delayed openings, by a specified time interval, usually 2 hours. The adjustment must be able to affect schools within specified counties, since different counties in OSSE–DOT's service area respond differently to inclement weather events.

C.5.3.20 The AVL application shall offer historical reporting, trend reporting, and ad-hoc reporting.

C.5.3.21 The AVL application shall offer a number of parameter-driven standard reports, as well as an ad-hoc reporting capability so that OSSE-DOT users can create their own reports.

C.5.3.22 The AVL application shall be able to track and report on the percentage of buses arriving at school on time (within a designated time window, based on the scheduled arrival from Trapeze) by terminal.

C.5.3.23 The system shall provide a function to allow the operator to play back the history file for any bus on any date and for any recorded time frame. The bus's travel pattern shall be displayed on the map, along with the speed, direction, time, and date.

C.5.3.24 The system operator or dispatcher shall be able to view the entire trip as a trail, or point by point with the capability of stopping at any moment and skip locations if desired, as well as speed up the replay.

C.5.3.25 The system shall have the capability to store data history for a minimum of six (6) months.

C.5.4 Student Tracking Module

C.5.4.1 OSSE - DOT currently records the times students get on and off the bus using paper trip tickets that are printed from the Trapeze routing system. The trip tickets serve as the official record of the trip, and are used for a variety of purposes, including Medicaid billing. The contractor's system should be a useful tool for this process.

C.5.4.2 The AVL system shall provide the ability to track students electronically so that OSSE – DOT can meet its student tracking obligations on the basis of the electronic record stored in the AVL application's student tracking module.

C.5.4.3 The student tracking module shall record student boarding time and confirm student identity.

C.5.4.4 The student tracking module shall transmit the list of the students on the bus to the AVL system in real time, as updates occur.

C.5.4.5 The student tracking module shall enable the driver to record a reason for why a student was not riding the bus. The following reasons are currently tracked by OSSE-DOT: No Show, Not Attending – Today Only, Sick, Suspended, or Not Riding.

C.5.4.6 The system shall describe the location of any bus at any time in terms of street information and generate a report showing both the detailed trip of any bus and student boarding or leaving the bus with time and location.

C.5.4.7 The system shall track the length of time a student rode the bus. OSSE – DOT drivers arrive at schools and then wait in a queue for a period of time before pulling up to the unloading point and allowing students to leave the bus.

C.5.4.8 The system shall be able to track two different intervals –the full on board time (difference between student getting on and off the bus) and the "travel time" (difference between the student getting on the bus and the bus's arrival at the school).

C.5.4.9 The system shall be able to produce exception reports to show when students have travel times in excess of allowable travel times. The trapeze routing system tracks and can pass on the allowable travel times to the contractor's GPS system.

C.5.4.10 The system shall produce exception reports for managers/dispatchers in real time if a student boards the wrong bus. The AVL system shall contain information on which students to expect on the appropriate bus based upon the planned route information from Trapeze.

C.5.5 General Maintenance and Warranty

C.5.5.1 The contractor shall provide routine maintenance for all of the supporting equipment for the system. Maintenance shall include on-demand service requests that may or may not include:

C.5.5.1.1 De-installation and shelving of hardware (for future install in new/existing bus);

C.5.5.1.2 Installation of hardware;

C.5.5.1.3 De-installation and re-installation of hardware (new and shelved hardware);

C.5.5.1.4 Installation/de-installation/re-installation of replacement hardware in both warranty and non-warranty replacement situations

C.5.5.1.5 Repair of non-responsive tracking devices

C.5.5.1.6 Repairs needed due to messaging device/power communication system issues and basic parts swap is ineffective;

C.5.5.1.7 Repairs needed due to issues with route plan monitoring and remote troubleshooting is ineffective

C.5.5.2 The contractor shall provide a warranty for all of the equipment that supports the overall system including upgrades from the 2G to 3G modem/ communication system.

C.5.5.3 The contractor shall provide a warranty that shall be valid for a minimum of two years.

C.5.5.4 The contractor shall provide quarterly maintenance (as necessary).

C.5.5.5 The contractor shall provide maintenance that includes technicians/workers coming to the terminals to fix any device issues associated with the overall system including any issues that result from the upgrade from the 2G to 3G modem/communication system.

C.5.5.5 The contractor shall provide a separate price for the maintenance of the units for OSSE-DOT to review and approve this shall include the hardware necessary to support the upgrade needed to support the transfer from a 2G to 3G modem/ communication system.

C.5.5.6 The contractor shall provide system upgrades (as necessary) to support the software including upgrades from the 2G to 3G modem/ communication system.

C.5.5.7 The contractor shall provide a Project Plan for any system upgrades including upgrades from the 2G to 3G modem/ communication system.

C.5.6 District Requirements for Maintenance

C.5.6.1 The District shall provide the list of vehicles and their locations.

C.5.6.2 The District shall provide a list of potential issues for various devices.

C.5.6.3 The District shall provide access to the bus terminals and other bus locations during the hours of 6:00 pm and 6:00 am for maintenance, installation, and remediation services.

C.5.6.4 The District shall work closely with the contractor to provide support and directional guidance to facilitate the installation process.

C.5.6.5 The District shall provide the contractor with Qubes and M-Nav units recovered from retired buses for NAVMAN's evaluation. The District shall not be responsible for the evaluation of the equipment from retired and/or unusable buses.

C.5.6.6 The District shall submit service request to the Navman support. The process for the completion of services request shall follow the process identified in section C.5.7.1.

C.5.7 Contractor Requirements for Service Maintenance

C.5.7.1 The Contractor upon receipt of service request(s) from OSSE-DOT shall follow the resulting process:

C.5.7.1.1 OSSE makes a service request to Navman Support;

C.5.7.1.2 Navman Support will take no more than two (2) business days to open a case/ticket and workflow to Navman Installations;

C.5.7.1.3 Navman Installation will take no more than two (2) business days to process a work order, that includes identifying the appropriate network vendor to complete the required service work and dispatch the work order to the identified vendor;

C.5.7.1.4 Upon receipt of the work order, the identified service vendor will have two (2) business days to engage the OSSE identified POC for the specific work order. This should result in an appointment scheduling/confirmation based on mutual availability;

C.5.7.1.5 The expectation is that all service requests will be at a minimum scheduled within a ten (10) business day window.

C.5.7.2 The Contractor provided service shall include both required hardware and software, with the exception for service request for equipment that is not under warranty.

C.5.7.3 The Contractor provided service requests for equipment that is not under warranty shall be approved by OSSE-DOT on a case-by-case basis, and may or may not be subject to a contract modification.

C.5.7.4 The OSSE-DOT will establish a separate line item/budget that will be used to pay for Service Maintenance Requests. The establishment of this separate line item/budget will eliminate the need to initiate contract modifications on an ad hoc basis and further interpreting the business needs of OSSE-DOT. Therefore as services are completed, the Contractor (NAVMAN) will submit an invoice for payment for the completed services/work that will be debited (paid) from the separate line item/budget.

C.5.8 Equipment Evaluation and Other Requirements for On-Site Maintenance

C.5.8.1 The contractor shall conduct a full evaluation of the units identified for service and indicate which units are covered under warranty.

C.5.8.1.1 If any of the service work is for warrantable repairs, the contractor shall not include a cost in the invoice.

C.5.8.1.2 If the unit has been identified as not under warranty, the contractor shall identify the reason and send the reason to OSSE in a report (via Word, Excel, and/or PDF)

C.5.8.2 The contractor shall complete all evaluation, installation, remediation, service and testing work for each unit identified by OSSE – DOT.

C.5.8.3 The contractor shall evaluate all devices within the OSSE-DOT fleet during the routine service to determine if additional work will be required for any devices that may not have been previously identified on an issue list. The contractor shall routinely audit/check all vehicles on a bus terminal/yard during a site visit. The contractor shall routinely monitor if the devices are online and/or if there are communication issues between equipment on a specific bus and the overall technical solution provided by Teletrac NAVMAN.

C.5.8.4 The contractor shall utilize industry best practices for device placement, unit connectivity and wiring.

C.5.8.5 The contractor shall return spare equipment to OSSE-DOT and confirm storage in a secured location.

C.5.8.6 The contractor shall provide high quality installation services and verify that each unit is functioning as expected prior to leaving the worksite.

C.5.8.7 The contractor shall ensure that the route plan monitoring solution functions as expected and test a sample route for each unit that has been identified for service.

C.5.8.8 The contractor shall provide a data extract from the NAVMAN system for all vehicles that have been tested to confirm connectivity.

C.5.8.9 The contractor shall provide detailed daily status reporting to the OSSE-DOT POC and immediately report any issues or risks that would inhibit progress toward successful project completion.

C.5.8.10 The contractor shall complete the installation and remediation within three weeks of the written authorization from OSSE – DOT.

C.5.8.11 The contractor shall provide pricing for all parts that are required to support the overall technical solution (software and hardware) for any services that are not included in the monthly service contract.

C.5.9 Technical Support

C.5.9.1 The contractor shall provide phone in technical support from 8:00 am – 6:00 pm ET.

C.5.9.1.1 The contractor shall help with troubleshooting technical issues including but not limited to the following: supporting devices, configuration, Trapeze interface, and the overall system.

C.5.9.2 The contractor shall provide technical support for any agency employee who is authorized by OSSE-DOT.

C.5.9.3 The contractor shall provide sufficient technical resources in the event a business process change will affect how the software is used.

C.5.10 Training

C.5.10.1 The contractor shall provide training materials for the system.

C.5.10.2 The contractor shall provide access to online training.

C.5.10.3 The contractor shall provide in-person training on-site (as requested by OSSE-DOT).

C.5.11 Disaster Recovery Plan

C.5.11.1 The contractor shall provide a Disaster Recovery Plan to OSSE-DOT.

C.5.12 Project Plan

C.5.12.1 The contractor shall provide a detailed project plan to OSSE-DOT utilizing Microsoft Project. This shall include the upgrade/swap out of 2G modems and the replacement with 3G modems due to AT&T 2G communications shutting down at the end of 2016.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a base period from date of award specified on the cover page of this contract to September 30, 2017.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

F.3 DELIVERABLES

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

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	Annual Large Account Support	1	Electronic and In Person	Annually
0002	Base Package	12	Software	Monthly
0003	1 minute timed - updates	720		Monthly
0004	Route Plan Monitoring for Student Ridership (RPM)	720		Monthly
0005	Maintenance Module	720		Monthly
0006	Premium Reporting Package	720		Monthly
0007	API Services	720		Monthly
0008	AVL Configuration	TBD	Electronic/In Person	

0009	Installation Schedule for upgrade/swap from 2G to 3G	TBD	Electronic	TBD
0010	Qube300 unit purchase to support upgrade/swap from 2G to 3G	690	In Person	TBD
0011	ConEx harnesses purchase to support upgrade/swap from 2G to 3G	690	In Person	TBD
0012	Upgrade/Swap Qube3 for Qube300 (assume same peripherals and ***new*** ConEx)	690	In Person	TBD
0013	Maintenance Service and Tech Support	720	In Person/Electronically	Monthly
0014	Disaster Recovery Plan	1	Electronic	TBD- 2-3 weeks after contract award
0015	Daily Project Status Report (while performing work on site maintenance, etc)		Electronic	Daily
0016	Final Project Status Report(while performing work on site maintenance, etc)		Electronic	Upon completion of any maintenance related projects Upon completion of any initiatives for OSSE-DOT
0017	On-Site Training	1	In-person instruction	
0018	Warranty for Hardware	1		
0019	Training Materials	1	Electronic/Email	
0020	Installation and Remediation Services	1	Physical – Should be included with the maintenance support	
0021	Mnav (Navigation Unit w/Driver ID)	690	Physical Should be included with the swap of new hardware to 3G	
0022	Complete Warranty for Hardware	720	Electronic	
0023	Uninstall of Existing Units	720	Physical – Should be included with the 3G swap	

0024	Sensor Install	720	Physical – Should be included with the 3G swap	
0025	Panic Button	720	Physical – Should be included with the 3G swap	
0026	Routing and Scheduling Interface (push data for planned vs. actual in Trapeze)	1	Electronic and Physical (as necessary) Should be no Extra charge from the current pricing model	
0027	Additional Interfaces or Integration	1-2	Electronic and Physical (as necessary) Should be no Extra charge from the current pricing model	

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 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 shall not be paid pursuant to section G.3.2.

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 with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

Address: Office of the State Superintendent of Education
Office of the Controller/Agency CFO
810 First Street NE
Washington, D.C. 20002
E-mail: DCPS.INVOICES@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 (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 agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 The Contractor shall submit proper invoices on a monthly basis. Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

a) OSSE shall pay the Contractor as the deliverables are approved by OSSE

b) The amount due on the deliveries warrants it, or

c) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

i. Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule.

d) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after

the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

a) the 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 seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

a) the 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.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Name:	Marie Niestrath
	Office of Contracting and Procurement
Address:	810 First Street NE
	Washington, D.C. 20002
Telephone:	202-481-3799
E-mail:	marie.niestrath@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACT ADMINSTRATOR (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:

Wesley M. Forte
Associate Director for Data and Technology
Division of Student Transportation
Office of the State Superintendent of Education
810 First St NE, 4th Floor
Washington, DC 20002
(202) 741-8850 – Office
(202) 741-0227 – Fax
wesley.forte@dc.gov

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

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281 (Rev. 3), dated April 8th 2016, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

H.5.1 For contracts for services in the amount of $300,000 or more, 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 (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

(b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14, Disputes.**

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

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

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

H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

(1) The name and address of each subcontractor;
(2) A current certification number of the small or certified business enterprise;
(3) The scope of work to be performed by each subcontractor; and
(4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

(A) The price that the prime contractor will pay each subcontractor under the subcontract;
(B) A description of the goods procured or the services subcontracted for;
(C) The amount paid by the prime contractor under the subcontract; and
(D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, 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

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information 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

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. "District" – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **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.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, 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 the contract or any paid-up maintenance agreement, or if the Contractor should be declared 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 current version of the source code supplied under the 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.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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.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 CO. 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.

I.8 INSURANCE

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

   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: $5,000,000 per occurrence, including the District of Columbia as additional insured.

5. Professional Liability Insurance (Errors & Omissions)/Cyber Security. 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 $1,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by grantee in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

   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 CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Name:	Marie Niestrath
	Office of Contracting and Procurement
Address:	810 First Street NE
	Washington, D.C. 20002
Telephone:	202-481-3799
E-mail:	marie.niestrath@dc.gov

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

The contract awarded will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

(1) An applicable Court Order, if any
(2) Contract document
(3) Standard Contract Provisions
(4) Contract attachments other than the Standard Contract Provisions
(5) Letter Contract
(6) Quote received

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against the District**: Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

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

(i) A description of the claim and the amount in dispute;
(ii) Data or other information in support of the claim;
(iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
(iii) The Contractor's request for relief or other action by the CO.

(2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

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

(4) The CO's written decision shall do the following:

(i) Provide a description of the claim or dispute;
(ii) Refer to the pertinent contract terms;
(iii) State the factual areas of agreement and disagreement;
(iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
(v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
(vi) Indicate that the written document is the CO's final decision; and
(vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

(i) Provide a description of the claim or dispute;
(ii) Refer to the pertinent contract terms;
(iii) State the factual areas of agreement and disagreement;
(iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
(v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
(vi) Indicate that the written document is the CO's final decision; and
(vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2015-4281 (Rev. 3), dated April 8th, 2016
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice
J.3	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet