


1. Contract Number DCHBX-2023-C-0003		2. Effective Date October 1, 2022		3. Requisition/Purchase Request/Project No.		Page 1 of 18	
4. Name and Address of Contractor: CAPITAL BUSINESS SOLUTIONS, LLC 3364 ERIE ST SE WASHINGTON DC 20020-1228 Tel-202-577-8533 Contact Person- Tammy Jameson Tjameson@capitalbusinesssolutionsllc.com				5. Delivery Address: DC Health Benefit Exchange Authority 1225 "I" Street, NW, 4th Floor Washington, DC 20005			
				6. Contractor shall submit all invoices to: Via electronic format through the DC Vendor Portal, https://vendorportal.dc.gov			
7. Reserved for future use				8. Accounting and Appropriation Data			
9A. Item	9B. Supplies/Services	9C. Quantity	9D. Unit	9E. Unit Price	9F. Total		
	Return Mail Services	See Price Schedule		See price Schedule	NTE \$97,200.00		
Contracting Officer will Complete Item 10 or 11 as Applicable: Item 10 is Applicable							
<input checked="" type="checkbox"/> 10. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or 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.)				<input type="checkbox"/> 11. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you 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.			
12A. Name and Title of Signer (Type or print) Dr. TAMMY JAMESON, President				13A. Name of Contracting Officer Kenneth Wallington			
12B.  (Authorized Representative's Signature)		12C. Date 9/1/22		13B. District of Columbia Kenneth Wallington (Contracting Officer's Signature)		13C. Date 9/7/2022	

SECTION B

SUPPLIES OR SERVICE AND PRICE/COST

B. 1 The DC Health Benefit Exchange Authority (HBX) awards Capital Business Solutions, LLC to conduct document processing of returned mail including scanning, shredding, electronic logging, remailing, and updating addresses in HBX systems. The Contractor shall process a volume that includes about 2000 pieces of backlog mail and about, on average 250 pieces of incoming returned mail per month. The selected contractor may work with HBX and other contractors.

B.2 The District contemplates to award a Requirement type of contract with Fixed Labor Hour Rates.

B.3 **REQUIREMENTS CONTRACT WITH FIXED LABOR HOUR RATES**

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

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, (E.6). The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

B.4 **PRICE SCHEDULE**

B.4.1 **BASE YEAR (10/1/2022 through 9/30/2023)**

CLIN	Labor Category	*Hourly Labor Rate	Estimated Number of Staff	Estimated Total Annual Labor Hours	Estimated Total Annual Amount (Hourly rate x 3 x 1440)
0001	Mail Service Clerk	\$22.50 Per hour	3 Staff	1440 hours per staff	<u>\$97,200.00</u>
TOTAL NOT TO EXCEED					\$97,200.00

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

B.4.2 OPTION YEAR ONE (10/1/2023 through 9/30/2024)

CLIN	Labor Category	*Hourly Labor Rate	Estimated Number of Staff	Estimated Total Annual Labor Hours	Estimated Total Annual Amount (Hourly rate x 3 x 1440)
1001	Mail Service Clerk	<u>\$23.17</u> Per hour	3 Staff	1440 hours per staff	<u>\$100,094.40</u>
TOTAL NOT TO EXCEED AMOUNT					\$100,094.40

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

B.4.3 OPTION YEAR TWO (10/1/2024 through 9/30/2025)

CLIN	Labor Category	*Hourly Labor Rate	Estimated Number of Staff	Estimated Total Annual Labor Hours	Estimated Total Annual Amount (Hourly rate x 3 x 1440)
2001	Mail Service Clerk	<u>\$23.87</u> Per hour	3 Staff	1440 hours per staff	<u>\$103,118.40</u>
TOTAL NOT TO EXCEED AMOUNT					\$103,118.40

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

B.4.4 OPTION YEAR THREE (10/1/2025 through 9/30/2026)

CLIN	Labor Category	*Hourly Labor Rate	Estimated Number of Staff	Estimated Total Annual Labor Hours	Estimated Total Annual Amount (Hourly rate x 3 x 1440)
3001	Mail Service Clerk	<u>\$24.58</u> Per hour	3 Staff	1440 hours per staff	<u>\$106,185.60</u>
TOTAL NOT TO EXCEED AMOUNT					\$106,185.60

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

B.4.5 OPTION YEAR FOUR (10/1/2026 through 9/30/2027)

CLIN	Labor Category	*Hourly Labor Rate	Estimated Number of Staff	Estimated Total Annual Labor Hours	Estimated Total Annual Amount (Hourly rate x 3 x 1440)
4001	Mail Service Clerk	<u>\$25.31</u> Per hour	3 Staff	1440 hours per staff	<u>\$109,339.20</u>
TOTAL NOT TO EXCEED AMOUNT					\$109,339.20

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

B.5 The District Columbia law requires at least 35% of the dollar volume of contracts in excess of \$250,000 (cumulative total including the base year and any option years) to be subcontracted to certified small business enterprises. (See D.C. Code § 2-218.46). A prospective contractor who is required to subcontract by law must submit a notarized statement detailing any subcontracting plan required by D.C. Code §2-218.46.

SECTION C

STATEMENT OF WORK

C.1 SCOPE

The DC Health Benefit Exchange Authority (HBX) seeks a contractor to conduct document processing of returned mail including scanning, electronic logging, re mailing, and updating addresses in HBX systems. The vendor shall process a volume that includes about 2,000 pieces of backlog mail and about, on average, 250 pieces of incoming returned mail per month. The selected vendor may be required to work with HBX staff and other contractors.

C.2 BACKGROUND

DC Health Link, online marketplace for individuals, families, and small businesses to apply and enroll in health insurance coverage, was created, and is governed by DC Health Benefit Exchange Authority (HBX). One of the requirements for eligibility to enroll for health coverage for individual and family coverage is residency in the District of Columbia. When mail from HBX is returned it indicates that HBX may not have the accurate address for the consumer. HBX requires a Contractor to provide staffing resources to conduct document processing of returned mail including scanning, shredding, electronic logging, re mailing, and updating addresses in HBX systems. The contractor shall process a volume that includes about 2,000 pieces of backlog mail and about, on average, 250 pieces of incoming returned mail per month. The selected contractor may be required to work with HBX staff and other contractors.

C.3 KEY TERMS AND ACRONYMS

C.3.1 **CSL**- Customer Service Log

C.3.2 **CRM**- Customer Relationship Management

C.3.3 **SLA**- Service Level Agreement

C.3.4 **COOP**- Continuity of Operations Plan

C.4 REQUIREMENTS

C.4.1 The contractor shall process a volume that includes about 2,000 pieces of backlog mail

C.4.2 The contractor shall process on average, 250 pieces of incoming returned mail per month.

C.4.4 The contractor shall provide a staff of five (5) who shall work Monday through Friday except Federal holidays at least 30 hours a week (each staff will work 30 hours per week).

C.4.4 The contractor shall process 100% of mail within 3 business days of receipt for incoming returned mail.

C.4.5 The contractor shall process 100% of the 2000 backlog pieces of mail by March 31, 2023.

C.4.6 The selected contractor may work with HBX staff and other contractors to conduct this process.

C.4.7 The contractor shall collect returned mail at the HBX office located at 1225 Eye Street, NW, Suite 400, Washington, DC 20005. This shall be done on a daily basis Monday through Friday.

C.4.8 The Contractor shall sort each piece of mail by the three specified categories:

- a. DC forwarding address
- b. Non-DC forwarding address
- C. No forwarding address

- C.4.9** The Contractor shall open each piece of mail that shall include 8-10 pages of mail and scan the subject line page of the notice and returned envelope together as one page only.
- C.4.10** The Contractor shall create or update the Customer Service Log (CSL) CRM tool with details included in the process document.
- C.4.11** The Contractor shall upload scanned documents to the CSL.
- C.4.12** If returned mail does not include forwarding address, the Contractor shall conduct up to 3 calls and /or email outreach within 30 days using the provided script to confirm accurate address.
- C.4.13** If returned mail does include a forwarding address, the Contractor shall update the address in appropriate HBX systems.
- C.4.14** Once the address is confirmed, the contractor shall print the appropriate cover letter based on mail categories and address return labels.
- C.4.15** The Contractor shall place the cover letter and old notice in a new envelope, put the new address label on the envelope, and seal.
- C.4.16** The Contractor shall process the mail to be stamped and resent through the mail machine at the HBX office.
- C.4.17** The Contractor shall place mail ready to be resent in the designated area in the HBX office. The Contractor shall not responsible for the cost of or providing postage including envelopes and other mailing supplies.
- C.4.18** When an address cannot be confirmed after three (3) outreach attempts the contractor shall escalate to HBX via the CRM.
- C.4.19** The Contractor shall place the old cover letters and envelopes in the shredding bin located at the HBX.
- C.4.20 Health Benefit Exchange Authority “(HBX) Training”**
- The Contractor shall receive privacy and security training for access to HBX enrollment and Customer Relationship Management (CRM) systems, access to HBX computer equipment and mail machine, and training on the returned mail process including using HBX systems and call scripts.
- C.4.21** The Contractor shall adhere to the Service Level Agreement (SLA) which is incorporated into this contract by as Attachment D.
- C.4.22** The Contractor shall adhere to the Continuity of Operations Plan (COOP) which is incorporated into this contract an attachment E.

SECTION D

PERIOD OF PERFORMANCE AND DELIVERABLES

D.1 TERM OF CONTRACT

The term of the contract shall be from date of award through one year thereafter.

D.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

D.2.1 HBX 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 HBX 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 HBX 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.

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

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

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

D.3 Deliverables

Deliverable	Delivery Date
C.4.2	Per month
C.4.5	March 31, 2023
C.4.7	Monday through Friday.

D.3.1 The Contractor shall submit to HBX, as a deliverable, the report described in Section 14 of HBX Standard Contract Provisions 2016 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report a part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section 14 (j) of HBX Standard Contract Provisions 2016.

SECTION E

CONTRACTING OFFICER AND CONTRACT ADMINISTRATOR

E.1 CONTRACTING OFFICER (CO)

Contract will be entered into and signed on behalf of HBX only by Contracting Officers. The contract information for the Contracting Officer is:

Kenneth Wallington
Contracting Officer
DC Health Benefit Exchange Authority
1225 "I" Street, NW, 4th Floor
Washington, DC 20005
Kenneth.Wallington@dc.gov

E.2. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- E.2.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- E.2.2 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.
- E.2.3 In the event the Contractor effects any changes 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.

E.3 CONTRACT ADMINISTRATOR (CA)

- E.3.1 The CA is responsible for general administration of the contract and advising the CO as the Contractor's compliance or non-compliance 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:
 - E.3.1.1 **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;
 - E.3.1.2 Coordinating site entry for Contractor personnel, if applicable;
 - E.3.1.3 **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;
 - E.3.1.4 **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 HBX payment provisions; and
 - E.3.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

E.3.2 The address and telephone number of the CA is:

Grace Akosuah Cudjoe, MPH (she/her/hers)
Assistant Director | Marketplace Innovation, Policy, and Operations
Customer Service Operations
DC Health Benefit Exchange Authority
1225 Eye Street, NW, 4th floor Washington, DC 20005
Grace.cudjoe@dc.gov

E.3.3 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. Authorized 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.

E.4 The Contractor shall 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 HBX, to take all corrective action necessitated by reason of the unauthorized changes.

E.5 INVOICE SUBMITAL AND PAYMENT

E.5.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

E.5.2 The Contractor shall submit proper invoice (s) on a monthly basis or as otherwise specified in the Contract or task or delivery order.

E.5.3 To constitute a proper invoice, the Contractor shall enter all required information into the DC Vendor Portal after selecting the applicable purchase order number listed on the Contractor's profile.

E.5.4 HBX will make payment to the Contractor, upon the submission of proper invoices, at the prices stipulated in the contract (or task or delivery order), for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in the Contract.

E.6 ORDERING CLAUSE

E.6.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.

E.6.2 All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.

E.6.3 Orders may be issued by facsimile or by electronic commerce methods.

SECTION F

ATTACHMENTS AND OTHER TERMS AND CONDITIONS

F.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

F.1.1 HBX Standard Contract Provisions 2016 (ATTACHMENT C) are incorporated in and made a part of this Contract in relevant part. Provisions in ATTACHMENT C- that have been superseded are stricken (denoted using strikethrough) and incorporated in current form in relevant sections of the Contract.

F.1.2 To obtain a copy of the HBXSCP 2016 go to <http://hbx.dc.gov/publication/dcpolicies-and-procedures>. Under the heading “Health Benefit Exchange Authority” click on “HBX Standard Contract Provisions March 24, 2016.”

F.1.3 FAMILIARIZATION WITH CONDITIONS

Contractor shall fully review this agreement and all attachments **including the HBX Standard Contract Provisions 2016 (See F.1.2)**, becoming acquainted with all available information regarding this contracting including the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

F.1.4 CONTRACTS THAT CROSS FISCAL YEARS

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

F.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

F.2.1 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:

F.2.2 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.

F.2.3 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.

F.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. **2015-4281, Revision 24 dated 6/27/2022**, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351, *et seq.* The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise 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.

F.4 PREGNANT WORKERS FAIRNESS

F.4.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01, *et seq.* (PPWF Act).

F.4.2 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.

F.4.3 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 the PPWF Act, 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 the PPWN Act, within 10 days of the notification.

F.4.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

F.4.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

F.5 UNEMPLOYED ANTI-DISCRIMINATION

F.5.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361, *et seq.*

F.5.2 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.

F.5.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

F.6 51% DISTRICT RESIDENTS' NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

F.6.1 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).

F.6.2 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.

F.6.3 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.

F.6.4 The Contractor agrees that at least 51% of the new employees hired to perform the Contract shall be District residents.

F.6.5 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.

F.6.6 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.

F.6.7 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.

F.6.8 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.

F.6.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in in Section 36 (Disputes) of HBX Standard Contract Provisions 2016 (Attachment G.1).

F.6.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

F.7 MANDATORY SUBCONTRACTING REQUIREMENTS

F.7.1 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).

- F.7.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph F.7.1, 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.
- F.7.3** 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 F.7.1 and F.7.2.
- F.7.4** Except as provided in F.7.5 and F.7.7, 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.
- F.7.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture 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. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- F.7.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- F.7.7** 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.

F.7.8 Subcontracting Plan

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it 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.

F.7.9 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.

F.7.10 Subcontracting Plan Compliance Reporting

- (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

F.7.10.1 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:.

F.7.10.2 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.
February 2018

F.7.11 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.

F.7.12 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.

F.7.13 Enforcement and Penalties for Breach of Subcontracting Plan

F.7.13.1 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.

F.7.13.2 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.

F.7.13.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause

F.8 FAIR CRIMINAL RECORD SCREENING

F.8.1 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 F.8). 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.

F.8.2 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.

F.8.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

F.8.4 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.

F.8.5 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.

F.8.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the D.C. Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

F.9 EXCHANGE PRIVACY AND SECURITY COMPLIANCE

The Contractor shall comply in all respects with the Exchange Privacy and Security Compliance Addendum (ATTACHMENT A) to this Contract.

F.10. MANDATORY VACCINATION REQUIREMENT

The following DCHBX mandatory vaccination policy reference as ATTACHMENT B, to include Frequently Asked Question (FAQs): District of Columbia Health Benefit Exchange Authority COVID-19 Vaccination Policy for Contracts, Purchase Orders, and Grants, October 13, 2021; (and FAQs). Available at: <https://hbx.dc.gov/publication/dchbx-policies-and-procedures>.

F.11 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense 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- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to

the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon

the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of 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 evidence satisfactory to the CO of 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.

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and

obligations as is undertaken by Contractor in this agreement and shall include, but not 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
6. 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 \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- D. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- E. **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.
- F. **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.
- G. **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.
- H. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if 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. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- I. **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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia
Health Benefit Exchange Authority
And mailed to the attention of:
Kenneth Wallington, Contracting Officer
1225 I Street, NW 4th Floor Washington, DC 20005
(202) 741-0846
kenneth.wallington@dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- J. **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.
- K. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A-VII (or the equivalent by any other rating agency) and licensed in the District.

F.12 ATTACHMENTS

THE FOLLOWING LIST OF ATTACHMENTS IS INCOPORATED IN THE CONTRACT BY REFERENCE

ATTACHMENT A- EXCHANGE PRIVACY AND SECURITY COMPLIANCE

ATTACHMENT B-MANDATORY VACCINATION REQUIREMENT

ATTACHMENT C- STANDARD CONTRACT PROVISION

ATTACHMENT D-SERVICE LEVEL AGREEMENT (SLA)

ATTACHMENT E-CONTINUITY OPERATIONS (COOP)

F.13 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB will contain the following clause:

F.13.1 ORDER OF PRECEDENCE

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) HBX Standard Contract Provisions
- (4) Contract attachments other than the HBX Standard Contract Provisions