DISTRICT OF COLUMBIA HEALTH BENEFIT EXCHANGE AUTHORITY (DCHBX) CONTRACT/AWARD
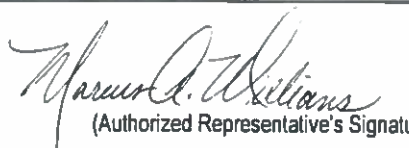
1. Contract Number	2. Effective Date	3. Requisition/Purchase Request/Project No.	Page 1 of 33
DCHBX-2020-C-0006	See Block 13C		

4. Name and Address of Contractor:	5. Delivery Address:
MW Consulting, LLC. 5045 C Street, SE #201 Washington, DC 20019 Attn: Marcus Williams (202) 321-5710	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
	Consulting Services- IT Consulting Services/AWS Cloud Security- SEE SECTION B- PRICE SCHEDULE				NTE $253,000.00

Contracting Officer will Complete Item 10 or 11 as Applicable: Item 10 is Applicable

(X) 10. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.)	( ) 11. AWARD (Contractor is not required to sign this document.)
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.)	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)		13A. Name of Contracting Officer	
Marcus A. Williams, Principal Consultant and Owner		Annie R. White	
12B. *(signature)* (Authorized Representative's Signature)	12C. Date 1/10/2020	13B. District of Columbia *(signature)* (Contracting Officer's Signature)	13C. Date 1/13/2020

SECTION B

CONTRACT TYPE AND PRICE SCHEDULE

B.1 The DC Health Benefit Exchange Authority requires the Contractor to provide Amazon Web Services (AWS) Cloud Security Compliance and Ancillary Data Security to support the DC Health Link, in augmentation of the current security team.

B.2 This is a Labor-Hour Contract

B.3 **PRICE SCHEDULE**

B.3.1 **BASE PERIOD**

Contract Line Items (CLIN)	Labor Categories	Estimated Hours	Hourly Rate
001	Senior Cloud Security Engineer	700	$110.00
002	Senior Vulnerability Code Analyst	400	$110.00
003	Senior Penetration Tester	300	$110.00
004	Senior Forgerock Developer	900	$110.00
		TOTAL	NTE $253,000.00

B.3.2 OPTION YEAR ONE

Contract Line Items (CLIN)	Labor Categories	Estimated Hours	Hourly Rate
101	Senior Cloud Security Engineer	700	$110.00
102	Senior Vulnerability Code Analyst	400	$110.00
103	Senior Penetration Tester	300	$110.00
104	Senior Forgerock Developer	900	$110.00
		TOTAL	NTE $253,000.00

B.3.3 OPTION YEAR TWO

Contract Line Items (CLIN)	Labor Categories	Estimated Hours	Hourly Rate
201	Senior Cloud Security Engineer	700	$110.00
202	Senior Vulnerability Code Analyst	400	$110.00
203	Senior Penetration Tester	300	$110.00
204	Senior Forgerock Developer	900	$110.00
		TOTAL	NTE $253,000.00

B.3.4 OPTION YEAR THREE

Contract Line Items (CLIN)	Labor Categories	Estimated Hours	Hourly Rate
301	Senior Cloud Security Engineer	700	$110.00
302	Senior Vulnerability Code Analyst	400	$110.00
303	Senior Penetration Tester	300	$110.00
304	Senior Forgerock Developer	900	$110.00
		TOTAL	NTE $253,000.00

B.3.5 OPTION YEAR FOUR

Contract Line Items (CLIN)	Labor Categories	Estimated Hours	Hourly Rate
401	Senior Cloud Security Engineer	700	$110.00
402	Senior Vulnerability Code Analyst	400	$110.00
403	Senior Penetration Tester	300	$110.00
404	Senior Forgerock Developer	900	$110.00
		TOTAL	NTE $253,000.00

SECTION C
SPECIFICATIONS / STATEMENT OF WORK

C.1 SCOPE

The DC Health Benefit Exchange Authority requires the Contractor to provide Amazon Web Services (AWS) Cloud Security Compliance and Ancillary Data Security to support the DC Health Link, in augmentation of the current security team.

C.2 BACKGROUND

C.2.1 The Health Benefit Exchange Authority (HBX) is a quasi-governmental, independent agency established by the District of Columbia Government to implement a state-based health insurance marketplace in the District, in accordance with the Patient Protection and Affordable Care Act of 2010 (ACA), as amended, and the Health Benefit Exchange Authority Establishment Act of 2011 (D.C. Official Code §§ 31-3171-01—31-3171-07). HBX provides access to quality and affordable health care to all District residents and small businesses through Qualified Health Plans (QHPs) sold on the exchange marketplace. HBX is responsible for certifying QHPs that: meet certain qualifications (including the provision of essential health benefits); follow established limits on cost sharing; and meet other requirements.

C.2.2 HBX provides these services through its online marketplace, DC Health Link. HBX also manages the operation of the DC Health Link Contact Center, mandated by the ACA to provide customer service assistance to consumers regarding eligibility and enrollment. DC Health Link is a "one-stop shop" where individuals and small businesses can research and purchase QHPs, and determine eligibility for Medicaid, private health insurance, as well as premium tax credits and cost-sharing reductions which help individual market consumers pay for private coverage. There are numerous options available through DC Health Link: individual health coverage with financial assistance (including Medicaid, premium tax credits, and cost sharing reductions), individual private health insurance without financial assistance, small business employer enrollment, and small business employee enrollment.

C.2.3 DC Health Link serves as the small business marketplace for all businesses in DC that have 50 or fewer full-time equivalent employees and offer health insurance. DC Health Link systems enable small businesses to offer health insurance coverage to their employees, and allow those employees to shop and select for their coverage based on their employer's selections.

C.2.4 Customers can use online tools on the DC Health Link website and apply for coverage, or call the DC Health Link Contact Center for assistance. There are also trained brokers or in-person assisters registered with DC Health Link available to employers, employees, and individuals to help with both eligibility and enrollment.

C.2.5   Annually, following the plan certification process, DC Health Link loads plan information (including Summaries of Plan and Benefits and plan rate information) into its systems. In order to validate the accuracy of plan and rate loading, DC Health Link provides issuers with an opportunity to test and validate in a non-production environment. This process is supported by HBX IT staff and contractors. HBX may also provide similar services, including ongoing IT O&M, to other state, local, or federal entities.

C.2.6   In order to provide these various services and fulfill its mission, HBX operates and maintains highly available IT systems to serve multiple customers; comply with applicable Federal and local laws, regulations, and policies; automate business functions; and provide DC Health Link customers with user-friendly, reliable IT services.

C.2.7   HBX is required to maintain DC Health Link's compliance with MARS-E2.0 and NIST 800-53.

C.3   KEY TERMS & ACRONYMS

C.3.1   ACA – the Patient Protection and Affordable Care Act of 2010, Pub. L. No. 111-148, 124 Stat. 119.

C.3.2   Active Directory Services (AD or ADS) – Microsoft technology that provides network services.

C.3.3   Automatic Data Processing (ADP) – processing information using a computer.

C.3.4   Amazon Web Services (AWS) – HBX operates DC Health Link entirely in the Amazon cloud, and utilizes common AWS services including EC2, S3, Route53, ELB.

C.3.5   Brokers – Brokers are licensed under DC law to sell health insurance and may be certified through DC Health Link to serve individuals, families, small businesses and their employees.

C.3.6   Business Intelligence (BI) – BI technologies provide historic, current, and predictive views of business operations.

C.3.7   Customer Information Control System (CICS) – a transaction server that runs primarily on IBM mainframe systems.

C.3.8   Cascading style sheets (CSS) – a language used to describe the look and formatting of a document written in a markup language.

C.3.9 Commercial, off-the-shelf (COTS) – items such as ready-made software or hardware that are customarily used by the general public and sold in substantial quantities in the commercial marketplace. Also known as "commercially available off-the-shelf."

C.3.10 CI/CD or CICD – continuous integration and continuous delivery. HBX uses CI/CD tools, including Jenkins, for code management purposes.

C.3.11 Cloud Computing – the provision of on-demand computing and related services (e.g. database hosting) over the internet. Cloud computing services are hosted by a third-party provider (e.g. Amazon Web Services, Microsoft Cloud, etc.)

C.3.12 C&E – Customization, enhancement, or feature enhancements. The terms are used interchangeably to describe any new or improved features or customizations to DC Health Link, beyond the current state of the production system at a given point in time.

C.3.13 Database (DB) – a structured collection of records or data stored in a computer system.

C.3.14 DB2 Enterprise Server Edition (DB2) – a relational database management system, one of IBM's families of relational database management system software products.

C.3.15 Database administrator (DBA) – person responsible for the environmental aspects of a database.

C.3.16 Database management system (DBMS) – computer software that manages databases. A DBMS allows users and software to store and retrieve data in a structured way.

C.3.17 DC or District – used interchangeably to refer to the District of Columbia Government.

C.3.18 DC Health Link – HBX's online health insurance marketplace accessed at the URL DCHealthLink.com. DC Health Link operates on open source software located at https://github.com/dchbx.

C.3.19 Dynamic Host Configuration Protocol (DHCP) – a network application protocol used by devices to obtain configuration information for operation in an Internet Protocol network. This protocol reduces system administration workload, allowing devices to be added to the network with little or no manual intervention.

C.3.20   Dynamic hypertext markup language (DHTML) – a collection of technologies used to create interactive and animated websites by using a combination of a static markup language (such as HTML), a client-side scripting language (such as JavaScript), a presentation of definition language (such as CSS) and the Document Object Model.

C.3.21   Domain name system (DNS) – a hierarchical naming system for computers, services, or any resource participating in the Internet.   It associates various information with the domain names assigned to each of the participants.

C.3.22   Electronic Data Interchange (EDI) – the process of transacting data between trading partners in a standardized, agreed-upon format. HBX uses EDI X12 to transact enrollment and other data between its systems and those managed by insurance carriers.

C.3.23   EnrollApp – the health insurance enrollment portal developed by HBX through which individuals, small businesses, and their employees access and enroll in private health insurance. The open source software for EnrollApp is located at https://github.com/dchbx/enroll.

C.3.24   Enterprise data warehouse (EDW) – a repository of an organization's electronically stored data, designed to facilitate reporting and analysis.

C.3.25   Enterprise resource planning (ERP) – a system that is used to manage and coordinate all the resources, information and functions of a business.

C.3.26   ESRI – a software development and services company providing geographic information system software and geodatabase management applications.

C.3.27   Geographic information system (GIS) – a system for creating, storing, analyzing and managing spatial data and associated attributes.

C.3.28   Glue Database – the EDI transaction system of record used by HBX to serve as the repository for enrollment information which is exchanged with trading partners such as health insurance carriers. The open source software for GlueDB is located at https://github.com/dchbx/gluedb.

C.3.29   Graphical user interface (GUI) – user interface that allows people to interact with electronic devices such as computer and handhelds with images rather than text commands.

C.3.30   HBX – District of Columbia Health Benefit Exchange Authority.

C.3.31   Hypertext markup language (HTML) – the predominant markup language for web pages, which provides a means to describe the structure of text-based information in a document and to supplement text with interactive forms, embedded images and other objects.

C.3.32   Hypertext transfer protocol (HTTP) – protocol (utilizing TCP) to transfer hypertext requests and information between serves and browsers. When implemented using Secure Socket Layer (SSL) this protocol is referred to as HTTPS.

C.3.33   Internet information services (IIS) – a set of Internet-based services for servers created by Microsoft for use with Windows.

C.3.34   Information Security (INFOSEC) – protecting information and information systems from unauthorized access, use, disclosure, disruption, modification or destruction.

C.3.35   Internet protocol (IP) – IP is the primary protocol in the Internet Layer of the Internet Protocol Suite and has the task of delivering distinguished protocol datagrams (packets) from the source host to the destination host solely based on their addresses.

C.3.36   Information technology (IT) – the study, design, development, implementation, support or management of computer-based information systems, particularly software applications and computer hardware.

C.3.37   Java Platform, Enterprise Edition (J2EE) – a widely used platform for server programming in the Java programming language.

C.3.38   Java stored procedure (JSP) – a set of SQL statements, written in the Java programming language, grouped together as an executable unit.

C.3.39   Jenkins – a self-contained, open source automation server which can be used to automate all sorts of tasks related to building, testing, and delivering or deploying software. See https://jenkins.io/.

C.3.40   Key performance indicators (KPI) – financial and non-financial measures or metrics used to help an organization define and evaluate how successful it is, typically in terms of effectiveness.

C.3.41   Local area network (LAN) – a computer network covering a small local area, such as a home or office.

C.3.42   National Institute of Standards and Technology (NIST) – a federal laboratory whose mission is to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology.

C.3.43   Network operations center (NOC) – one or more locations from which control is exercised over a computer, television broadcast or telecommunications network.

C.3.44   Network monitoring system (NMS) – a system that constantly monitors a computer network for slow or failing components and notifies the network administrator in case of outages via email, pager or other alarms.

C.3.45   Online analytical processing (OLAP) – a type of software and tools used to perform real-time, complex analysis of data stored in one or more databases.

C.3.46   Online transaction processing (OLTP) – a type of software and tools used to perform real-time creation and editing of data in a database.

C.3.47   O&M – operations and maintenance.

C.3.48   Open Enrollment – a limited period of time every year when D.C. residents can enroll in a health insurance plan for the next plan year. For individuals and families, the annual open enrollment season is every fall and usually lasts 3 months, typically from November 1 to January 31. If an employer offers health insurance, the open enrollment time will be shorter and at a different time.

C.3.49   Operation system (OS) – a software program that enables the computer hardware to communicate and operate with the computer software.

C.3.50   Portable document format (PDF) – a file format created by Adobe Systems for document exchange. PDF is used for representing two-dimensional documents in a manner independent of the application software, hardware and operating system.

C.3.51   Perl – a high-level, general-purpose, interpreted, dynamic programming language, developed as a general-purpose Linux scripting language to make report processing easier.

C.3.52   PHP – a scripting language originally designed for producing dynamic web pages. It has evolved to include a command line interface capability and can be used in a stand-alone graphical application.

C.3.53   Project Management Professional (PMP) – a certification offered by the Project Management Institute.

C.3.54   Quality assurance (QA) – planned and systematic processes that provide confidence in a product's suitability for its intended purpose.

C.3.55   Quality control (QC) – used in developing systems to ensure software is designed and produced to meet or exceed customer requirements.

C.3.56   Redmine – an open source, cross-platform and cross-database project management web application. See https://www.redmine.org/. HBX uses Redmine for software development and ongoing operations trouble ticket management.

C.3.57   Related systems – Related systems include, but are not limited to, EnrollApp, Glue Database, AWS, Jenkins, and Redmine.

C.3.58   Storage area network – an architecture to attach remote computer storage devices (such as disk arrays, tape libraries and optical jukeboxes) to servers in such a way that the devices appear as locally attached to the operating system.

C.3.59   Service level agreement (SLA) – a clause, set of clauses, or appendix to a service contract that specifies the required level of service or minimum standards for service. In practice, the term SLA often refers to the delivery time for performance, such as timelines for remedying technical failures.

C.3.60   System Modification Program/Extended (SMP/E) – a standard utility used in conjunction with IBM's z/OS operating system. SMP/E is the common installation tool for managing operating system components and middleware on z/OS.

C.3.61   Storage Networking Industry Association (SNIA) – an association of producers and consumers of storage networking products, whose goal is to further storage networking technology and applications.

C.3.62   Secure sockets layer (SSL) – cryptographic protocol that provides security and data integrity for communications over networks such as the Internet.

C.3.63   Structure Query Language (SQL) – a database computer language designed for the retrieval and management of data in relational database management systems.

C.3.64   Ticket – HBX manages its customer support functions via Salesforce and Redmine. A "ticket" refers to a Redmine or Salesforce ticket that requires intervention by either an HBX employee or a contractor, as determined by the ticket author.

C.3.65   Transmission control protocol and Internet protocol (TCP/IP) – the Internet Protocol Suite (commonly known as TCP/IP) is the set of communications protocols used for the Internet and other similar networks.

C.3.66   Visual Basic .NET (VB.NET) – an object-oriented computer language that can be viewed as an evolution of Microsoft's Visual Basic (VB) implemented on the Microsoft .NET Framework.

C.3.67   Virtual local area network (VLAN) – a group of hosts with a common set of requirements that communicate as if they were attached to the broadcast domain, regardless of their physical location.

C.3.68   VMware – a commercial software that provides a completely virtualized set of hardware to the guest operating system.

C.3.69   Voice over Internet Protocol (VoIP) – a family of transmission technologies for delivery of voice communications over IP networks such as the Internet or other packet-switched networks.

C.3.70   Wide area network (WAN) – a computer network that covers a broad area.

C.3.71   Windows Internet Name Service (WINS) – a central mapping of host names to network addresses.

C.3.72   Wireless fidelity (Wi-Fi) – uses one of the IEEE 802.11 wireless standards to achieve a wireless network.

C.3.73   Extensible Markup Language (XML) – a general-purpose specification for creating custom markup languages.

C.3.74   Extensible stylesheet language (XSL) – a family of transformation languages that allow one to describe how to format or transform files encoded in the XML standard.

C.3.75   XML schema definition (XSD) – one of several XML schema languages.

C.4   REQUIREMENTS

C.4.1 *AWS CLOUD SECURITY STABLIZATION*

C.4.1.1   The Contractor shall resource a Senior Cloud Security Engineer (CLIN 001). Resource shall be an AWS Security professional in AWS cloud security compliance.

C.4.1.2   Contractor shall be responsible for the deployment and ongoing maintenance of the AWS cloud security controls, as established by HBX.

C.4.1.3   Contractor shall simultaneously work with the current HBX security team and development team to ensure timely deployment of necessary controls.

C.4.1.4   Contractor shall ensure the AWS cloud compliance with MARS-E 2.0, and provide ongoing compliance management consistent with MARS-E 2.0.

C.4.2. CLOUD MANAGEMENT AND OPERATION

C.4.2.1 Contractor shall simultaneously work with the current HBX data security team and development teams to ensure secure transformation to container-based deployment. The Contractor shall resource a Senior Cloud Security Engineer (CLIN 001) to support the following activities:

C.4.2.1.1 Source-to-image container-based deployment model

C.4.2.1.2 Image-stream containers. Changes in the base image, should trigger an image rebuild

C.4.2.1.3 Automatic CI pipeline, triggered on commit/push

C.4.2.1.4 CI builds images per branch, per commit and support pull-requests

C.4.2.1.5 Automatic security scanning while building container images

C.4.2.1.6 Strong security and container isolation guarantees (no container escape)

C.4.2.1.7 Support creation of all cloud infrastructure through infrastructure-as-code (IaC)

C.4.2.1.8 Support for gitops operational model. Infrastructure management by pull-requests

C.4.2.1.9 Support deployment to multiple container-based cluster orchestration frameworks

C.4.2.1.10 Support applying business security rules through automated "operator agent"

C.4.2.1.11 Support cloud native, container networking interface

C.4.2.1.12 Support for container network level isolation

C.4.2.1.13 Support for zero downtime scaling and upgrades

C.4.2.1.14 Support for backups of all stateful components, ability to restore with few minute granularity

C.4.2.1.15 Support for storing all secrets in cloud-native KMS stores

C.4.2.1.16 Support auditing mode to view infrastructure divergence from IaC

C.4.2.1.17 Migrating production environment with zero downtime

C.4.2.1.18 Support for automated approval based continuous deployment (CD)

C.4.2.1.19 Support for chaos operations model to ensure robustness

C.4.2.1.20 Mutual TLS across all container communications in the cluster

C.4.2.1.21 Full dashboard visibility on the cluster

C.4.2.1.22 Support for automatic graphing of network communication patterns and dependencies

C.4.2.1.23 Support for service mesh networking model

C.4.2.1.24 Support for read-write-many distributed storage cluster-wide

C.4.2.1.25 Support for disaster recovery in a different cloud region (RTO/RPO 1hour)

C.4.3   IDENTITY MANAGEMENT

C.4.3.1   The Contractor shall resource a Senior Forgerock Developer (CLIN 004) with the technical capabilities and real-world experience needed to effectively design, deploy, and manage ForgeRock technology-based identity solutions.

C.4.4   SOURCE CODE SECURITY ANALYSIS

C.4.4.1   Contractor shall resource a Senior Vulnerability Code Analyst (CLIN 002) for source code security scan and reviews of every new change. The resource should have expertise in Ruby and Ruby on Rails framework.

C.4.5   CLOUD CHANGE MANANGEMENT

C.4.5.1   Contractor shall utilize the Senior Cloud Security Engineer (CLIN 001) to design and implement a comprehensive cloud change management process for all tenants.

C.4.5.2   Contractor shall utilize the Senior Cloud Security Engineer (CLIN 001) to document and test continuity of operations procedures and maintain a schedule for testing/validation and adhere   to the testing schedule.

C.4.6   SYSTEMS SECUIRTY AUDIT OF LOGS AND ANALYSIS

C.4.6.1   The Senior Cloud Security Engineer (CLIN 001) will support HBX IT staff in to monitoring/conducting depth analysis of logs, and work with HBX Privacy Officer to manage incident response in the event of a breach involving any HBX-managed data.

C.4.6.2   Contractor shall maintain a centralized repository for log collection and analysis. All logs shall be monitored constantly to identify any potential threats/vulnerabilities.

C.4.7   PENETRATION TESTING

C.4.7.1   Contractor shall perform penetration testing on a regular basis to ensure security controls are effective and compliant.   The Contractor will provide a Senior Penetration Tester (CLIN 003) - a specialized expert in vulnerability assessment and penetration testing program responsible for the design and performance of application security robustness tests.

SECTION D
PERIOD OF PERFORMANCE & DELIVERABLES

D.1   TERM OF CONTRACT

The term of the Contract shall be for one (1) year from the date of award specified on the cover page of the contract.

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 an option is subject to the availability of funds. 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 an 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 Section B of the 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

D.3.1   The Contractor shall provide the following deliverables:

Contract Section	Deliverable	Due
	Weekly status reports describing all work performed, and all risks or issues noted.	Weekly

D.3.2   The Contractor shall submit to HBX, as a deliverable, the report described in Section F.6.2 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement.

SECTION E
CONTRACT ADMINISTRATION

E.1   CONTRACTING OFFICER

E.1.2   Contracts will be entered into and signed on behalf of HBX only by the designated Contracting Officer (CO), whose contact information is:

> Annie R. White
> Contracting Officer
> DC Health Benefit Exchange Authority
> 1225 "I" Street, NW 4th Floor
> Washington, DC 20005
> 202-741-0846
> annie.white@dc.gov

E.1.3   The CO is the only person authorized to approve changes in any of the requirements of this Contract.

E.1.4   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 executed by the CO.

E.1.5   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 may be made in the contract price to cover any cost increase incurred as a result thereof.

E.2   CHANGES

E.2.1   The CO may, at any time, by written order (and without notice to the surety, if any), make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract, or in the time required for performance, an equitable adjustment may be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that if the CO determines that the facts justify such action, the CO may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section 36 (Disputes) of HBX Standard Contract Provisions 2016 (Attachment G.1).

E.2.2 HBX shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the Contract or subcontract, including work under an HBX-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this Contract, unless the CO:

    i. agrees with the Contractor, and if the subcontractor if applicable, on a price for the additional work;

    ii. obtains an allocation of funding to pay for the additional work;

    iii. makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and

    iv. provides the Contractor with written notice of the funding allocation.

E.3   <u>CONTRACT ADMINISTRATOR</u>

E.3.1 The Contract Administrator (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 contact information for the CA is:

> Catherine Bennett
> Business Development Specialist
> DC Health Benefit Exchange Authority
> 1225 Eye Street, NW
> Washington, DC 20005
> catherine.bennett@dc.gov

E.3.2 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:

    i. 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;

    ii. coordinating site entry for Contractor personnel, if applicable;

    iii. 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;

    iv. 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 (Section E.4); and

    v. maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices or vouchers.

E.3.3   The CA shall NOT have the authority to:

  i.   award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
  ii.   grant deviations from or waive any of the terms and conditions of the contract;
  iii.   increase the dollar limit of the Contract or authorize work beyond the dollar limit of the Contract;
  iv.   authorize the expenditure of funds by the Contractor;
  v.   change the period of performance; or
  vi.   authorize the use of HBX property, except as specified under the Contract.

E.3.4   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.4   INVOICE SUBMITTAL AND PAYMENT

E.4.1   The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov.

E.4.2   The Contractor shall submit proper invoice(s) on a monthly basis or as otherwise specified in the Contract or task or delivery order.

E.4.3   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.4.4   HBX will make payments 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.4.5   HBX will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

E.5   QUICK PAYMENT ACT

E.5.1   INTEREST PENALTIES TO CONTRACTORS

E.5.1.1   HBX will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, 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. No interest penalty shall be paid if payment

for the completed delivery or service is made on or before the required payment date. The required payment date shall be the date on which payment is due under the terms of this Contract or not later than 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

E.5.1.2 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.

E.5.2 PAYMENTS TO SUBCONTRACTORS

In addition to subcontract provision required under Section 7(e) of HBX Standard Contract Provisions 2016 (Attachment G.1), the Contractor shall include in each subcontract under this Contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

E.6 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

E.6.1 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 F.6.5.

E.6.2 HBX shall not make final payment to the Contractor until the HBX Chief Financial Officer has received the CO'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.

SECTION F

CONTRACT CLAUSES

F.1 APPLICABILITY OF HBX STANDARD CONTRACT PROVISIONS

HBX Standard Contract Provisions 2016 (Attachment A) are incorporated in and made a part of this Contract in relevant part. Provisions in Attachment A that have been superseded are stricken (denoted using ~~strikethrough~~) and incorporated in current form in relevant sections of the Contract.

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 15 dated 12/23/2019**, 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 PPWF 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.7.1.1, 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.7.1.1 and F.7.1.2.

F.7.4   Except as provided in F.7.1.5 and F.7.1.7, 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.

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.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 G.3) to this Contract.

F.10   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. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies 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 Grantee and subcontractors.

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 this paragraph 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 $5,000,000 per occurrence or claim, $5,000,000 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. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 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.

6. 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) $5,000,000 per occurrence and $5,000,000 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.

B. 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.

C. 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.

D. 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.**

E. 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.

F. 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.

G. 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.

H. 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
And mailed to the attention of:
Annie R. White, DC Health Benefit Exchange Authority
1225 I Street, NW, 4ᵗʰ Floor Washington, DC 20005
(202) 741-0846
annie.white@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).

I. 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.

J. 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 in the District.

SECTION G
ATTACHMENTS & ADDENDUM

G.1   ATTACHMENTS & ADDENDUM

The following attachments are incorporated, either in whole, in relevant part, or by reference, and made a part of the Contract:

ATTACHMENTS	DOCUMENT
A	**HBX Standard Contract Provisions 2016**
B	**Exchange Privacy and Security Compliance Addendum**

G.2   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 or in relevant part) and made a part of the Contract in the following order of precedence:

(1) An applicable Court Order, if any
(2) Contract
(3) HBX Standard Contract Provisions 2016
(4) Contract attachments other than the Standard Contract Provisions
(5) RFP, as amended (E-Sourcing DOC476432)
(6) Best and Final Offer (BAFO)
(7) Proposals

Haresh Vataliya
vTech Solutions, Inc.
100 H Street, NW
Washington, DC 20005

SUBJECT: Notification of Contract Award
             DOC476432 AWS Cloud Security Services

Dear Mr. Vataliya:

Thank you for submitting your proposal in response to solicitation number DOC476432 AWS
Cloud Security Services for the DC Health Benefit Exchange Authority (HBX). This is to notify
you that the Labor-Hour contract has been awarded to MW Consulting, LLC in the amount not to
exceed $253,000.00.

We appreciate your interest in the District's requirements and look forward to your participation
in future solicitations. If you have questions regarding this notification, or would like to schedule
for a debriefing, you may contact me at 202/741-0846 or via email at annie.white@dc.gov.

Sincerely,

Annie R. White
Contracting Officer

Billey Johnson
Cloud Protector, LLC.
522 57th Street, NE
Washington, DC 20019

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Sincerely,

Annie R. White
Contracting Officer