

## SECTION B

### CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

**B.1** The District of Columbia Health Benefits Exchange (the DCHBX) requires the contractor to provide temporary personnel to fill various temporary positions in support of Release 1(DC Health Link) of the DC Access System (DCAS) project.

**B.2** **Indefinite Delivery – Indefinite Quantity (IDIQ) Contract**

This is an IDIQ contract for supplies or services specified, and effective for the period stated.

**B.2.1** The Contractor shall furnish to the District, when and if ordered, the services specified in the Schedule up to and including the maximum quantity of 2080 hours per position. Minimum hours and Maximum Hours are not guaranteed and will be requested on an as needed basis.

**B.2.2** 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.3** **PRICE SCHEDULE – FIRM FIXED PRICE**

**B.3.1 Base Period**

| Contract Line Item No. (CLIN) | Item Description                     | Hourly Labor Rate | Minimum Hours | Minimum Total Labor Price (Hourly Labor Rate x Minimum Hours) | Maximum Hours | Maximum Total Labor Price (Hourly Labor Rate x Maximum Hours) |
|-------------------------------|--------------------------------------|-------------------|---------------|---|---------------|---|
| 1001                          | Database Administrator               |                   | 1             |   | 2080          |   |
| 1002                          | Senior Software Developer            |                   | 1             |   | 2080          |   |
| 1003                          | Software Developer                   |                   | 1             |   | 2080          |   |
| 1004                          | Technical Project Manager            |                   | 1             |   | 2080          |   |
| 1005                          | Business Analyst (Functional Design) |                   | 1             |   | 2080          |   |
| 1006                          | Oracle Gateway Engineer              |                   | 1             |   | 2080          |   |
| 1007                          | UI Developer                         |                   |               |   | 2080          |   |
| 1008                          | Senior Compliance Security Analyst   |                   | 1             |   | 2080          |   |
| 1009                          | Senior Identity and Access           |                   | 1             |   | 2080          |   |

|             |   |  |   |  |      |  |
|-------------|---|--|---|--|------|--|
|             | Management Engineer                         |  |   |  |      |  |
| <b>1010</b> | Senior Infrastructure Security Engineer     |  | 1 |  | 2080 |  |
| <b>1011</b> | User Interface Developer                    |  | 1 |  | 2080 |  |
| <b>1012</b> | Trainer                                     |  | 1 |  | 2080 |  |
| <b>1013</b> | Quality Assurance Tester                    |  | 1 |  | 2080 |  |
| <b>1014</b> | Architect                                   |  | 1 |  | 2080 |  |
| <b>1015</b> | System Administrator                        |  | 1 |  | 2080 |  |
| <b>1016</b> | Automation Engineer                         |  | 1 |  | 2080 |  |
| <b>1017</b> | API Developer                               |  | 1 |  | 2080 |  |
| <b>1018</b> | Tester (API)                                |  | 1 |  | 2080 |  |
| <b>1019</b> | Linux System Administrator                  |  | 1 |  | 2080 |  |
| <b>1020</b> | End-to-End QA Lead                          |  | 1 |  | 2080 |  |
| <b>1021</b> | Privacy and Security Architect Lead         |  | 1 |  | 2080 |  |
| <b>1022</b> | Shop Program Functional Lead                |  | 1 |  | 2080 |  |
| <b>1023</b> | Business Analyst EDI                        |  | 1 |  | 2080 |  |
| <b>1024</b> | Lead Web Portal Interface Designer          |  | 1 |  | 2080 |  |
| <b>1025</b> | Program Manager Development                 |  | 1 |  | 2080 |  |
| <b>1026</b> | Senior Program Manager Quality Assurance    |  | 1 |  | 2080 |  |
| <b>1027</b> | User Acceptance Tester                      |  | 1 |  | 2080 |  |
| <b>1028</b> | Chief Engineer                              |  | 1 |  | 2080 |  |
| <b>1029</b> | Command Center Triage Manager               |  | 1 |  | 2080 |  |
| <b>1030</b> | Senior Enterprise Architect                 |  | 1 |  | 2080 |  |
| <b>1031</b> | Lead Application Architect                  |  | 1 |  | 2080 |  |
| <b>1032</b> | Lead Technical Advisor (Technical Delivery) |  | 1 |  | 2080 |  |
| <b>1033</b> | Project Manager Shared Services             |  | 1 |  | 2080 |  |
| <b>1034</b> | User Interface Designer                     |  | 1 |  | 2080 |  |

|             |   |  |   |  |      |  |
|-------------|---|--|---|--|------|--|
|             |   |  |   |  |      |  |
| <b>1035</b> | Business Analyst ( Carrier<br>API function)         |  | 1 |  | 2080 |  |
| <b>1036</b> | Business Analyst (REST<br>API function)             |  | 1 |  | 2080 |  |
| <b>1037</b> | Weblogic Engineer                                   |  | 1 |  | 2080 |  |
| <b>1038</b> | Senior Project Coordinator<br>(Business Operations) |  | 1 |  | 2080 |  |
| <b>1039</b> | Business Analyst (JIRA)                             |  | 1 |  | 2080 |  |
| <b>1040</b> | Functional/Design Team<br>Member                    |  | 1 |  | 2080 |  |
| <b>1041</b> | PM/Business Analyst                                 |  | 1 |  | 2080 |  |
| <b>1042</b> | Sr. Business Analyst                                |  | 1 |  | 2080 |  |
| <b>1043</b> | Senior Network                                      |  | 1 |  | 2080 |  |
| <b>1044</b> | Senior Enterprise Architect                         |  | 1 |  | 2080 |  |
| <b>1045</b> | Curam SME   |  | 1 |  | 2080 |  |
| <b>1046</b> | Connecture SME                                      |  | 1 |  | 2080 |  |
| <b>1047</b> | NFP SME   |  | 1 |  | 2080 |  |
| <b>1048</b> | Curam Architect                                     |  | 1 |  | 2080 |  |

### B.3.2 OPTION YEAR TWO

| <b>Contract Line Item No. (CLIN)</b> | <b>Item Description</b>                        | <b>Hourly Labor Rate</b> | <b>Minimum Hours</b> | <b>Minimum Total Labor Price (Hourly Labor Rate x Minimum Hours)</b> | <b>Maximum Hours</b> | <b>Maximum Total Labor Price (Hourly Labor Rate x Maximum Hours)</b> |
|--------------------------------------|--|--------------------------|----------------------|--|----------------------|--|
| <b>2001</b>                          | Database Administrator                         |                          | 1                    |  | 2080                 |  |
| <b>2002</b>                          | Senior Software Developer                      |                          | 1                    |  | 2080                 |  |
| <b>2003</b>                          | Software Developer                             |                          | 1                    |  | 2080                 |  |
| <b>2004</b>                          | Technical Project Manager                      |                          | 1                    |  | 2080                 |  |
| <b>2005</b>                          | Business Analyst (Functional Design)           |                          | 1                    |  | 2080                 |  |
| <b>2006</b>                          | Oracle Gateway Engineer                        |                          | 1                    |  | 2080                 |  |
| <b>2007</b>                          | UI Developer                                   |                          | 1                    |  | 2080                 |  |
| <b>2008</b>                          | Senior Compliance Security Analyst             |                          | 1                    |  | 2080                 |  |
| <b>2009</b>                          | Senior Identity and Access Management Engineer |                          | 1                    |  | 2080                 |  |
| <b>2010</b>                          | Senior Infrastructure Security Engineer        |                          | 1                    |  | 2080                 |  |
| <b>2011</b>                          | User Interface Developer                       |                          | 1                    |  | 2080                 |  |
| <b>2012</b>                          | Trainer  |                          | 1                    |  | 2080                 |  |
| <b>2013</b>                          | Quality Assurance Tester                       |                          | 1                    |  | 2080                 |  |
| <b>2014</b>                          | Architect                                      |                          | 1                    |  | 2080                 |  |
| <b>2015</b>                          | System Administrator                           |                          | 1                    |  | 2080                 |  |
| <b>2016</b>                          | Automation Engineer                            |                          | 1                    |  | 2080                 |  |
| <b>2017</b>                          | API Developer                                  |                          | 1                    |  | 2080                 |  |
| <b>2018</b>                          | Tester (API)                                   |                          | 1                    |  | 2080                 |  |
| <b>2019</b>                          | Linux System Administrator                     |                          | 1                    |  | 2080                 |  |

|             |  |  |   |  |      |  |
|-------------|--|--|---|--|------|--|
| <b>2020</b> | End-to-End QA Lead                               |  | 1 |  | 2080 |  |
| <b>2021</b> | Privacy and Security Architect Lead              |  | 1 |  | 2080 |  |
| <b>2022</b> | Shop Program Functional Lead                     |  | 1 |  | 2080 |  |
| <b>2023</b> | Business Analyst EDI                             |  | 1 |  | 2080 |  |
| <b>2024</b> | Lead Web Portal Interface Designer               |  | 1 |  | 2080 |  |
| <b>2025</b> | Program Manager Development                      |  | 1 |  | 2080 |  |
| <b>2026</b> | Senior Program Manager Quality Assurance         |  | 1 |  | 2080 |  |
| <b>2027</b> | User Acceptance Tester                           |  | 1 |  | 2080 |  |
| <b>2028</b> | Chief Engineer                                   |  | 1 |  | 2080 |  |
| <b>2029</b> | Command Center Triage Manager                    |  | 1 |  | 2080 |  |
| <b>2030</b> | Senior Enterprise Architect                      |  | 1 |  | 2080 |  |
| <b>2031</b> | Lead Application Architect                       |  | 1 |  | 2080 |  |
| <b>2032</b> | Lead Technical Advisor (Technical Delivery)      |  | 1 |  | 2080 |  |
| <b>2033</b> | Project Manager Shared Services                  |  | 1 |  | 2080 |  |
| <b>2034</b> | User Interface Designer                          |  | 1 |  | 2080 |  |
| <b>2035</b> | Business Analyst ( Carrier API function)         |  | 1 |  | 2080 |  |
| <b>2036</b> | Business Analyst (REST API function)             |  | 1 |  | 2080 |  |
| <b>2037</b> | Weblogic Engineer                                |  | 1 |  | 2080 |  |
| <b>2038</b> | Senior Project Coordinator (Business Operations) |  | 1 |  | 2080 |  |
| <b>2039</b> | Business Analyst (JIRA)                          |  | 1 |  | 2080 |  |
| <b>2040</b> | Functional/Design Team Member                    |  | 1 |  | 2080 |  |
| <b>2041</b> | PM/Business Analyst                              |  | 1 |  | 2080 |  |
| <b>2042</b> | Sr. Business Analyst                             |  | 1 |  | 2080 |  |

|      |                             |  |   |  |      |  |
|------|-----------------------------|--|---|--|------|--|
|      |                             |  |   |  |      |  |
| 2043 | Senior Network              |  | 1 |  | 2080 |  |
| 2044 | Senior Enterprise Architect |  | 1 |  | 2080 |  |
| 2045 | Curam SME                   |  | 1 |  | 2080 |  |
| 2046 | Connecture SME              |  | 1 |  | 2080 |  |
| 2047 | NFP SME                     |  | 1 |  | 2080 |  |
| 2048 | Curam Architect             |  | 1 |  | 2080 |  |

### B.3.3 OPTION YEAR THREE

| <b>Contract Line Item No. (CLIN)</b> | <b>Item Description</b>                        | <b>Hourly Labor Rate</b> | <b>Minimum Hours</b> | <b>Minimum Total Labor Price (Hourly Labor Rate x Minimum Hours)</b> | <b>Maximum Hours</b> | <b>Maximum Total Labor Price (Hourly Labor Rate x Maximum Hours)</b> |
|--------------------------------------|--|--------------------------|----------------------|--|----------------------|--|
| <b>3001</b>                          | Database Administrator                         |                          | 1                    |  | 2080                 |  |
| <b>3002</b>                          | Senior Software Developer                      |                          | 1                    |  | 2080                 |  |
| <b>3003</b>                          | Software Developer                             |                          | 1                    |  | 2080                 |  |
| <b>3004</b>                          | Technical Project Manager                      |                          | 1                    |  | 2080                 |  |
| <b>3005</b>                          | Business Analyst (Functional Design)           |                          | 1                    |  | 2080                 |  |
| <b>3006</b>                          | Oracle Gateway Engineer                        |                          | 1                    |  | 2080                 |  |
| <b>3007</b>                          | UI Developer                                   |                          | 1                    |  | 2080                 |  |
| <b>3008</b>                          | Senior Compliance Security Analyst             |                          | 1                    |  | 2080                 |  |
| <b>3009</b>                          | Senior Identity and Access Management Engineer |                          | 1                    |  | 2080                 |  |
| <b>3010</b>                          | Senior Infrastructure Security Engineer        |                          | 1                    |  | 2080                 |  |
| <b>3011</b>                          | User Interface Developer                       |                          | 1                    |  | 2080                 |  |
| <b>3012</b>                          | Trainer  |                          | 1                    |  | 2080                 |  |
| <b>3013</b>                          | Quality Assurance Tester                       |                          | 1                    |  | 2080                 |  |
| <b>3014</b>                          | Architect                                      |                          | 1                    |  | 2080                 |  |
| <b>3015</b>                          | System Administrator                           |                          |                      |  | 2080                 |  |
| <b>3016</b>                          | Automation Engineer                            |                          | 1                    |  | 2080                 |  |
| <b>3017</b>                          | API Developer                                  |                          | 1                    |  | 2080                 |  |
| <b>3018</b>                          | Tester (API)                                   |                          | 1                    |  | 2080                 |  |
| <b>3019</b>                          | Linux System Administrator                     |                          | 1                    |  | 2080                 |  |

|             |  |  |   |  |      |  |
|-------------|--|--|---|--|------|--|
|             |  |  |   |  |      |  |
| <b>3020</b> | End-to-End QA Lead                               |  | 1 |  | 2080 |  |
| <b>3021</b> | Privacy and Security Architect Lead              |  | 1 |  | 2080 |  |
| <b>3022</b> | Shop Program Functional Lead                     |  | 1 |  | 2080 |  |
| <b>3023</b> | Business Analyst EDI                             |  | 1 |  | 2080 |  |
| <b>3024</b> | Lead Web Portal Interface Designer               |  | 1 |  | 2080 |  |
| <b>3025</b> | Program Manager Development                      |  | 1 |  | 2080 |  |
| <b>3026</b> | Senior Program Manager Quality Assurance         |  | 1 |  | 2080 |  |
| <b>3027</b> | User Acceptance Tester                           |  | 1 |  | 2080 |  |
| <b>3028</b> | Chief Engineer                                   |  | 1 |  | 2080 |  |
| <b>3029</b> | Command Center Triage Manager                    |  | 1 |  | 2080 |  |
| <b>3030</b> | Senior Enterprise Architect                      |  | 1 |  | 2080 |  |
| <b>3031</b> | Lead Application Architect                       |  | 1 |  | 2080 |  |
| <b>3032</b> | Lead Technical Advisor (Technical Delivery)      |  | 1 |  | 2080 |  |
| <b>3033</b> | Project Manager Shared Services                  |  | 1 |  | 2080 |  |
| <b>3034</b> | User Interface Designer                          |  | 1 |  | 2080 |  |
| <b>3035</b> | Business Analyst ( Carrier API function)         |  | 1 |  | 2080 |  |
| <b>3036</b> | Business Analyst (REST API function)             |  | 1 |  | 2080 |  |
| <b>3037</b> | Weblogic Engineer                                |  | 1 |  | 2080 |  |
| <b>3038</b> | Senior Project Coordinator (Business Operations) |  | 1 |  | 2080 |  |
| <b>3039</b> | Business Analyst (JIRA)                          |  | 1 |  | 2080 |  |
| <b>3040</b> | Functional/Design Team Member                    |  | 1 |  | 2080 |  |
| <b>3041</b> | PM/Business Analyst                              |  | 1 |  | 2080 |  |



|             |                             |  |   |  |      |  |
|-------------|-----------------------------|--|---|--|------|--|
| <b>3042</b> | Sr. Business Analyst        |  | 1 |  | 2080 |  |
| <b>3043</b> | Senior Network              |  | 1 |  | 2080 |  |
| <b>3044</b> | Senior Enterprise Architect |  | 1 |  | 2080 |  |
| <b>3045</b> | Curam SME                   |  | 1 |  | 2080 |  |
| <b>3046</b> | Connecture SME              |  | 1 |  | 2080 |  |
| <b>3047</b> | NFP SME                     |  | 1 |  | 2080 |  |
| <b>3048</b> | Curam Architect             |  | 1 |  | 2080 |  |

### B.3.4 OPTION YEAR FOUR

| <b>Contract Line Item No. (CLIN)</b> | <b>Item Description</b>                        | <b>Hourly Labor Rate</b> | <b>Minimum Hours</b> | <b>Minimum Total Labor Price (Hourly Labor Rate x Minimum Hours)</b> | <b>Maximum Hours</b> | <b>Maximum Total Labor Price (Hourly Labor Rate x Maximum Hours)</b> |
|--------------------------------------|--|--------------------------|----------------------|--|----------------------|--|
| <b>4001</b>                          | Database Administrator                         |                          | 1                    |  | 2080                 |  |
| <b>4002</b>                          | Senior Software Developer                      |                          | 1                    |  | 2080                 |  |
| <b>4003</b>                          | Software Developer                             |                          | 1                    |  | 2080                 |  |
| <b>4004</b>                          | Technical Project Manager                      |                          | 1                    |  | 2080                 |  |
| <b>4005</b>                          | Business Analyst (Functional Design)           |                          | 1                    |  | 2080                 |  |
| <b>4006</b>                          | Oracle Gateway Engineer                        |                          | 1                    |  | 2080                 |  |
| <b>4007</b>                          | UI Developer                                   |                          | 1                    |  | 2080                 |  |
| <b>4008</b>                          | Senior Compliance Security Analyst             |                          | 1                    |  | 2080                 |  |
| <b>4009</b>                          | Senior Identity and Access Management Engineer |                          | 1                    |  | 2080                 |  |
| <b>4010</b>                          | Senior Infrastructure Security Engineer        |                          | 1                    |  | 2080                 |  |
| <b>4011</b>                          | User Interface Developer                       |                          | 1                    |  | 2080                 |  |
| <b>4012</b>                          | Trainer  |                          | 1                    |  | 2080                 |  |
| <b>4013</b>                          | Quality Assurance Tester                       |                          | 1                    |  | 2080                 |  |
| <b>4014</b>                          | Architect                                      |                          | 1                    |  | 2080                 |  |
| <b>4015</b>                          | System Administrator                           |                          |                      |  | 2080                 |  |
| <b>4016</b>                          | Automation Engineer                            |                          | 1                    |  | 2080                 |  |
| <b>4017</b>                          | API Developer                                  |                          | 1                    |  | 2080                 |  |
| <b>4018</b>                          | Tester (API)                                   |                          | 1                    |  | 2080                 |  |
| <b>4019</b>                          | Linux System Administrator                     |                          | 1                    |  | 2080                 |  |

|             |  |  |   |  |      |  |
|-------------|--|--|---|--|------|--|
|             |  |  |   |  |      |  |
| <b>4020</b> | End-to-End QA Lead                               |  | 1 |  | 2080 |  |
| <b>4021</b> | Privacy and Security Architect Lead              |  | 1 |  | 2080 |  |
| <b>4022</b> | Shop Program Functional Lead                     |  | 1 |  | 2080 |  |
| <b>4023</b> | Business Analyst EDI                             |  | 1 |  | 2080 |  |
| <b>4024</b> | Lead Web Portal Interface Designer               |  | 1 |  | 2080 |  |
| <b>4025</b> | Program Manager Development                      |  | 1 |  | 2080 |  |
| <b>4026</b> | Senior Program Manager Quality Assurance         |  | 1 |  | 2080 |  |
| <b>4027</b> | User Acceptance Tester                           |  | 1 |  | 2080 |  |
| <b>4028</b> | Chief Engineer                                   |  | 1 |  | 2080 |  |
| <b>4029</b> | Command Center Triage Manager                    |  | 1 |  | 2080 |  |
| <b>4030</b> | Senior Enterprise Architect                      |  | 1 |  | 2080 |  |
| <b>4031</b> | Lead Application Architect                       |  | 1 |  | 2080 |  |
| <b>4032</b> | Lead Technical Advisor (Technical Delivery)      |  | 1 |  | 2080 |  |
| <b>4033</b> | Project Manager Shared Services                  |  | 1 |  | 2080 |  |
| <b>4034</b> | User Interface Designer                          |  | 1 |  | 2080 |  |
| <b>4035</b> | Business Analyst ( Carrier API function)         |  | 1 |  | 2080 |  |
| <b>4036</b> | Business Analyst (REST API function)             |  | 1 |  | 2080 |  |
| <b>4037</b> | Weblogic Engineer                                |  | 1 |  | 2080 |  |
| <b>4038</b> | Senior Project Coordinator (Business Operations) |  | 1 |  | 2080 |  |
| <b>4039</b> | Business Analyst (JIRA)                          |  | 1 |  | 2080 |  |
| <b>4040</b> | Functional/Design Team Member                    |  | 1 |  | 2080 |  |
| <b>4041</b> | PM/Business Analyst                              |  | 1 |  | 2080 |  |
| <b>4042</b> | Sr. Business Analyst                             |  | 1 |  | 2080 |  |
| <b>4043</b> | Senior Network                                   |  | 1 |  | 2080 |  |
| <b>4044</b> | Senior Enterprise Architect                      |  | 1 |  | 2080 |  |

|             |                 |  |   |  |      |  |
|-------------|-----------------|--|---|--|------|--|
|             |                 |  |   |  |      |  |
| <b>4045</b> | Curam SME       |  | 1 |  | 2080 |  |
| <b>4046</b> | Connecture SME  |  | 1 |  | 2080 |  |
| <b>4047</b> | NFP SME         |  | 1 |  | 2080 |  |
| <b>4048</b> | Curam Architect |  | 1 |  | 2080 |  |

## SECTION C

### SPECIFICATIONS/STATEMENT OF WORK

#### **C.1 SCOPE**

- C.1.1 The District of Columbia Health Benefit Exchange Authority (DCHBX) is a quasi-governmental, independent authority of the District government, established as a requirement of Section 3 of the Health Benefit Exchange Authority Establishment Act of 2011, effective March 3, 2012 (D.C. Law 19-0094). The mission of the DC Health Benefit Exchange Authority is to implement a state-based health insurance marketplace in the District of Columbia in accordance with the Patient Protection and Affordable Care Act of 2010 (ACA), thereby ensuring access to quality and affordable health care to all DC residents.

As an instrumentality of the District government, the DCHBX supports the development, economic growth, and retention of District-based businesses and would like to identify Certified Business Enterprises (CBEs) that are able to provide IT and technical support for Release 1 of the District of Columbia Access System (DCAS) and related projects. DCAS is planned as city-wide state-of-the-art health and human services solution. Release 1, DC Health Link, is an on-line health insurance marketplace where consumers can shop and enroll in private coverage. It also allows consumers to apply for private health insurance, federal advanced premium tax credits and cost-sharing reductions, and public insurance called Medicaid. Later releases will include other human service programs with new case management capabilities that span programs and agencies.

- C.1.2 DC HBX seeks qualified contractors who can provide IT and technical personnel to fill positions to support ongoing development of the functionalities of DC Health Link, related IT projects and operations and maintenance of the system

#### **C.1.3 Services Required**

- C.1.3.1 The Contractor shall provide qualified personnel to fulfill the programmatic needs of the DCHBX in the required work to assist management in identifying objectives, vision, mission, and goals as they relate to the DCAS project.
- C.1.3.2 The contractor shall provide expert consulting services, when deemed necessary by DCHBX management. Expert consulting will be defined as services of a specialized nature supplementing the purpose and scope of this contract, but outside the boundaries of the staff identified.

#### **C.2 PERSONNEL REQUIREMENTS**

- C.2.1 This section describes the personnel functions, clearance requirements, and educational and experience requirements that the District considers the minimum essential requirements for satisfactory contract performance. In some cases, preferred, but not required, personnel qualifications are also stated. If issued a task order, the Contractor shall assign personnel, at all levels, with technical experience, training, and/or education commensurate with the

assigned tasks. See Attachment “A” – Position Titles and Roles at Attachment J.7.

C.2.2 Unless otherwise noted, experience may be substituted for the educational requirements on the basis of one-year experience for one year of college. **KEY PERSONNEL SHALL MEET ALL REQUIREMENTS.** The Contractor shall indicate where experience has been substituted for education. Additionally, the Contractor must show that the experience level substituted for education exceeds the basic experience requirements. If issued a contract, the contractor must have people for these positions employed or with employment agreements established at the time of task order issuance. If issued a contract, the Contractor shall provide personnel for the key positions stated in Key Personnel. If issued a contract, all Personnel must be identified by complete name and a resume attached for review. Contents of resumes may be independently verified by DCHBX.

C.2.3 The Contractor shall have a least 5 or more years of experience with IT networking and software consulting services.

C.2.3.1 The Contractor shall have experience with working with DC Government as it relates to IT or other contractual services.

C.2.3.2 The Contractor shall provide at least three (3) relevant client references with one being from the District Government.

C.2.3.3 The Contractor shall provide a narrative on how it will obtain qualified staff for this project.

C.2.3.4 The Contractor shall provide a list of any potential subcontractors, if any, with which it has an agreement with to provide staffing resources.

C.2.3.5 The Contractor shall provide a detailed staffing plan.

#### **C.2.4 Support Hours**

C.2.4.1 At a minimum, the Contractor shall provide support at headquarters five (5) days a week, Monday through Friday, for eight (8) hours per day. The Contractor shall have the consent of the DCHBX to schedule flexible work hours between the hours of 7:30 a.m. through 12:00 midnight, but shall ensure that each full-time Contractor employee works at least an 8 hour shift and that smooth and efficient operations are not interrupted.

C.2.4.2 Contractor employees shall observe all District Government holidays and, in the event of backlogs, overtime will be authorized only by the Contract Officer (CO).

#### **C.2.5 Periodic Reporting, Meeting and Review**

The Contractor shall agree to communicate regularly and report on activities in order to achieve the highest level of services, with at least 1 regularly scheduled meeting per week. All reports are required in the latest DCHBX compatible version of applications identified within the Microsoft Office Suite, provided in both hard and soft copy.

## **SECTION D**

### **PACKAGING AND MARKING (NA)**

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for this contract shall be governed by Clause Number Six (6), Inspection of Services of the Government of the District of Columbia Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

## SECTION F

### PERIOD OF PERFORMANCE AND DELIVERABLES

#### F.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.

#### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

#### F.3 Deliverables

The Contractor shall provide the following deliverables outlined in Section C

| <i>Section</i> | <i>Deliverable</i>                | <i>Quantity</i> | <i>Format/Method of delivery</i>    | <i>Due Date</i>     |
|----------------|-----------------------------------|-----------------|-------------------------------------|---------------------|
| C.2.3.2        | References                        | 3               | Upload via E-Sourcing as attachment | Upon closing of IFB |
| C.2.3.3        | Narrative of staffing recruitment | 1               | Upload via E-Sourcing as attachment | Upon closing of IFB |
| C.2.3.4        | Potential Subcontractors          | 1               | Upload via E-Sourcing as attachment | Upon closing of IFB |
| C.2.3.5        | Staffing Plan                     | 1               | Upload via E-Sourcing as attachment | Upon closing of IFB |



## SECTION G

### CONTRACT ADMINISTRATION

#### **G.1 INVOICE PAYMENT**

**G.1.1** DCHBX will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The DCHBX will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

#### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in and submitted to HBX:

[hbxinvoice@dc.gov](mailto:hbxinvoice@dc.gov)

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

### **G3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G31** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G32** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G4 PAYMENT**

Unless otherwise specified in this contract, payment will be made on actual hours worked and billed by the Contractor and the acceptance of a properly executed invoice.

### **G5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G51** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G52** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G53** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

### **G6 THE QUICK PAYMENT CLAUSE**

#### **G6.1 Interest Penalties to Contractors**

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

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

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

## **G.6.2 Payments to Subcontractors**

- G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the DCHBX for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the DCHBX that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the DCHBX and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month.

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

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

## **G.6.3 Subcontract requirements**

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

## **G.7 CONTRACTING OFFICER (CO)**

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

Sandra Robinson  
Senior Deputy Director of Operations  
District of Columbia Health Benefit Exchange  
1100 – 15<sup>th</sup> Street, N.W., 8<sup>th</sup> Floor  
Washington, DC 20005  
202-727-3402

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACT ADMINISTRATOR (CA)**

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
  - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

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

**G92** The address and telephone number of the CA is:

Suzanne Peck  
Director of Information Technology  
District of Columbia Health Benefits Exchange  
609 H Street, NE  
Washington, DC 20002  
(202) 698-4103  
suzanne.peck@dc.gov

**G93** The CA shall NOT have the authority to:

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

**G94** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the DCHBX, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

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

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

#### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the latest Wage Determination issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

#### **H.3 PUBLICITY**

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

#### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA

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

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

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) The Department of Employment Services has certified that a good-faith effort to comply has been demonstrated by the beneficiary;
- (2)
  - (a) The beneficiary is located outside of the Washington Standard Metropolitan Statistical Area;
  - (b) None of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;
  - (c) The Contractor published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and (d) The Department of Employment Services certifies that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have a means to travel to the onsite job; or
- (3) The Contractor enters into a special workforce development training or placement arrangement with the Department of Employment Services.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6** **ASSIGNMENT OF CONTRACT PAYMENTS**

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



this contract.

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

**H.6.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

**H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

**H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

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

**H.9 WAY TO WORK AMENDMENT ACT OF 2006**

**H.9.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.9.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.9.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.6 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to

post the Notice in a conspicuous place in its place of business.

**H.9.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.9.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.10 DCHBX RESPONSIBILITIES**

**H.10.1** The DCHBX will provide the Contractor with office space its onsite offices. Access to

the agency's IT systems, including VPN access, will be provided to the awarded contractor's personnel.

- H.10.2** The DCHBX will provide complete systems and products documentation, to the successful Contractor after contract award. The DCHBX will provide appropriate access to applications and systems to the Contractor's staff working on the applications and systems in accordance with IT security procedures

## SECTION I

### CONTRACT CLAUSES

#### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, March 2007 (“SCP”) are incorporated as part of the contract.

#### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

#### **I.3 PRIVACY AND SECURITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records. The Contractor shall comply with DCHBX’s **Privacy and Security Policies for Exchange Operations** found on the DC Health Link website and be in compliance with all federal laws including those for exchange operations set forth at 45 C.F.R. 155.260 and security standards consistent with those required for covered entities by 45 CFR Parts 164.306, 164.308, 164.310, 164.312, and 164.314.

#### **I.4 TIME**

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

#### **I.5 RIGHTS IN DATA**

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

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and

computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the DCHBX. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the DCHBX under this Contract, are works made for hire and are the sole property of the DCHBX; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the DCHBX the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the DCHBX all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the DCHBX until such time as the DCHBX may have released such data to the public.
- I.5.6** The Contractor hereby grants to the DCHBX a nonexclusive, paid-up license throughout the world under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the DCHBX under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the DCHBX under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the DCHBX any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.7** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the DCHBX's or the Contractor's rights in that subcontractor data or computer software which is required for the DCHBX.
- I.5.8** For all computer software furnished to the DCHBX with the rights specified in Section

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

**I.5.9** Nothing contained in this clause shall imply a license to the DCHBX under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the DCHBX under any patent.

**I.5.10** Paragraphs I.5.6, I.5.7, and I.5.89 above are not applicable to material furnished to the Contractor by the DCHBX and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

**A. GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the

work is to be performed and have an A.M. Best Company rating of A-VIII or higher.

The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten

(10) days prior written notice in the event of non-payment of premium.

1. **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non- contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. **Employer's Liability Insurance.** The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

**B. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

**C. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- D. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Nicole Matthews  
District of Columbia Health Benefits  
1100 15<sup>th</sup> Street, NW Suite 800  
Washington, DC 20005  
(202) 741-0882  
[nicole.matthews3@dc.gov](mailto:nicole.matthews3@dc.gov)

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

#### **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **I.10 ORDER OF PRECEDENCE**

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

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

- (1) An applicable Court Order, if any



(2) Contract document

(3) Standard Contract Provisions

(4) Contract attachments other than the Standard Contract Provisions

(5) IFB, as amended

(6) Bid

#### **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

#### **I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

## SECTION J

### ATTACHMENTS

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

| <b>Attachment Number</b> | <b>Document</b>   |
|--------------------------|---|
| <b>J.1</b>               | Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010)<br>Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments” |
| <b>J.2</b>               | U.S. Department of Labor Wage Determination 2005-21-3, Revision No. 13 dated June 19, 2013  |
| <b>J.3</b>               | Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order-85-85<br>available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”                     |
| <b>J.4</b>               | Tax Affidavit Certification   |
| <b>J.5</b>               | Bidder/Offeror Certification Form (available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments   |
| <b>J.6</b>               | Way to Work Amendment Act of 2006- Living Wage Fact Sheet<br>Way to Work Amendment Act of 2006- Living Wage Notice  |
| <b>J.7</b>               | Attachment A- Position Titles and Roles   |

**SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF CONTRACTORS**

Bidder/Contractor Certification Form

Available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Solicitation Attachments”

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

### **L.1 METHOD OF AWARD**

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award a multiple contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid and meet the qualifications outlined in Section C and L.16.1

### **L.2 PREPARATION AND SUBMISSION OF BIDS**

- L.2.1** This solicitation will be conducted electronically using the District's Ariba E-Sourcing system. To be considered, a bidder must submit its bid via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile bids may not be accepted.
- L.2.2** All attachments shall be submitted as a pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.2** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.3** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.4** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.
- L.2.5** The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

### **L.3 FAMILIARIZATION WITH CONDITIONS**

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders 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.

#### **L.4 BID SUBMISSION DATE AND TIME**

Bids must be submitted into the District's E-Sourcing system no later than the closing date and time. The system will not allow late bids, modifications to bids, or requests for withdrawals after the exact closing date and time.

#### **L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid via the District's E-Sourcing system at any time before the closing date and time for receipt of bids.

#### **L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

##### **L.6.1 Late Submissions**

The District's E-Sourcing system will not accept late bids or modifications to bids after the closing date and time for receipt of bids.

##### **L.6.2 Late Modifications**

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

#### **L.7 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

#### **L.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective bidder should submit questions no later than seven (4) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than seven (2) days before the date set for submission of bids. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

#### **L.9 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known

or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO.

#### **L.10 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

#### **L.11 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

#### **L.12 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.12.1** Name, address, telephone number and federal tax identification number of bidder;

**L.12.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.12.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

#### **L.13 BID OPENING**

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

## **L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 (A)(1) to:

Nicole Matthews  
1100 15<sup>th</sup> Street, NW, Suite 800  
Washington, DC 20005  
(202) 741-0882  
Email: nicole.matthews3@dc.gov

## **L.15 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

**L.15.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq.;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;

(j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and

(k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.15.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## **L.16 SPECIAL STANDARDS OF RESPONSIBILITY**

In addition to the general standards of responsibility set forth above, the prospective contractor must demonstrate to the satisfaction of the District. The bidder must submit with its bid convincing evidence that demonstrates that the bidder meets the Special Standard(s) of Responsibility. These factors will be considered, however the awarding factor shall be based on lowest price. At a minimum, a bidder must provide the following evidence:

- a) Years of experience with IT networking and software consulting service;
- b) Experience with working with the DC Government as it relates to IT or contractual services. Provide contract number(s), dollar amount(s) and Types;
- c) Provide a narrative on how it will obtain qualified staff for this project;
- d) Include the name, address, email address, and telephone number of three (3) clients with one being from the DC Government.
- e) Provide a list of any potential subcontractors with which it has an agreement with to provide staffing resources.



## **SECTION M: EVALUATION FACTORS**

This information is outlined in Section 2 of the event.