

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE INSPECTOR GENERAL**

**AUDIT OF CONTRACTING  
AND PROCUREMENT OPERATIONS  
AT THE OFFICE OF THE  
CHIEF FINANCIAL OFFICER**



**CHARLES J. WILLOUGHBY  
INSPECTOR GENERAL**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of the Inspector General**

Inspector General



August 30, 2013

Natwar M. Gandhi, Ph.D.  
Chief Financial Officer  
Office of the Chief Financial Officer  
1350 Pennsylvania Avenue, N.W., Suite 203  
Washington, D.C. 20004

Dear Dr. Gandhi:

Enclosed is the final report summarizing the results of the Office of the Inspector General's Audit of Contracting and Procurement Operations at the Office of the Chief Financial Officer (OIG Project No. 08-1-26 AT).

As a result of the audit, we directed nine recommendations to the Office of the Chief Financial Officer (OCFO) for necessary actions to correct the described deficiencies. OCFO provided a written response to a draft of this report on May 7, 2013. OCFO agreed with all of the recommendations and provided detailed plans to implement them. However, OCFO did not provide us with a planned completion date for Recommendation 9. Therefore, we request that OCFO provide us with a completion date for Recommendation 9 by September 23, 2013.

The complete text of OCFO's response is included at Exhibit B. We appreciate the cooperation and courtesies extended to our staff during this audit. If you have any questions, please contact me or Ronald W. King, Assistant Inspector General for Audits, at (202) 727-2540.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles J. Willoughby".

Charles J. Willoughby  
Inspector General

CJW/rs

Enclosure

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## ACRONYMS

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CA	Contract Administrator
CFO	Chief Financial Officer
COTR	Contracting Officer's Technical Representative
CPO	Chief Procurement Officer
D&F	Determination and Findings
D.C.	District of Columbia
DCLB	D.C. Lottery and Charitable Games Control Board
DCMR	District of Columbia Municipal Regulations
FY	Fiscal Year
GAGAS	Generally Accepted Government Auditing Standards
OC	Office of Contracts
OCFO	Office of the Chief Financial Officer
OIG	Office of the Inspector General
OTR	Office of Tax and Revenue
PPRA	District of Columbia Procurement Practices Reform Act
RFP	Request for Proposal
SOAR	System of Accounting and Reporting
SOW	Scope of Work

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## EXECUTIVE DIGEST

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### OVERVIEW

The Office of the Inspector General (OIG) has completed its Audit of Contracting and Procurement Operations at the Office of the Chief Financial Officer (OCFO), OIG No. 08-1-26AT. This is the second of three reports addressing procurement practices at the OCFO. We plan to issue a third report that will focus on legal contracts awarded by the OCFO.

Our audit objectives were to: (1) determine the efficiency and effectiveness of contracting and procurement operations at OCFO; and (2) assess the effectiveness of internal controls and adherence to applicable laws and regulations.

### PERSPECTIVE

The OIG issued an engagement letter on June 24, 2008, to commence the “Audit of Contracting and Procurement Operations at OCFO.” However, due to a shortage of personnel, the audit was delayed until March 23, 2009.

During the early stages of the audit, we determined that the contract selection and award process for the fiscal year (FY) 2008 inventory of capitalized assets did not fully comply with D.C. procurement regulations. Specifically, the OCFO contracting officer did not perform a full price analysis to determine price reasonableness, even though the contractor selected for award submitted a bid price that was more than double the bid prices from the other two responsive bidders.

As a result, the OIG issued a Management Alert Report (MAR No. 10-A-2) to the CFO on July 16, 2010, recommending that the OCFO Office of Contracts (OC) decline to exercise the last three option years of contract # CFOPD-08-B-032 and issue a new Invitation for Bids for inventory services. The OCFO took immediate action and issued a new solicitation and, on July 19, 2010, awarded a contract for the FY 2010 inventory that will save the District about \$1.2 million over a 3-year period. Subsequently, the OIG issued a final report entitled “Report on the Contract for the Inventory of the Capital Assets of the District of Columbia (OIG No. 08-1-26AT (a))” on December 16, 2010.

We resumed our audit of OCFO contracting operations on October 3, 2011.<sup>1</sup> During the audit, OC officials and staff were cooperative and professional and willing to correct identified deficiencies. Additional procurement resources should improve operations at OC.

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<sup>1</sup> The auditor was reassigned to another audit from December 17, 2010 - October 3, 2011.

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## EXECUTIVE DIGEST

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### CONCLUSIONS

The OC did not fully comply with Title 27 DCMR provisions when awarding contracts for services. Specifically, OC did not perform a required cost analysis to determine the cost reasonableness for 4 of 11 contracts reviewed. These four contracts totaled \$9.4 million.<sup>2</sup> Each contract was in excess of \$500,000. The OC also did not adequately establish prices for an office supply contract awarded in the amount of \$350,000. Further, OC did not provide adequate justification to use the single available source (sole source) method of procurement for 2 of 11 contracts. One contract was for a systems analyst and the other was for actuarial services. Additionally, seven contract modifications totaling \$645,955 were made during the base year<sup>3</sup> to expand the scope of the four contracts. Three of four were firm-fixed-price type contracts.<sup>4</sup>

We discussed these conditions with OC officials who informed us that the required cost analyses were not performed because of a lack of resources. The officials also informed us that due to fluctuating prices for office supplies, base prices for core products were not established in the contract, prior to the award. Officials further informed us that the sole source contracts were awarded to two firms due to their extensive knowledge of District government operations. The modifications were attributed to an inadequate Scope of Work (SOW) and, in some instances, deliverables that were not clearly defined.

As a result of not performing the required cost analyses, OC exposed the District to the risk of higher and/or unreasonable contract prices for all negotiated contracts awarded in excess of \$500,000. Without properly establishing prices prior to the award of the office supply contract, OCFO could not ascertain whether the District received the 65% discount stipulated in the contract. The sole source contracts that OC awarded also may have prevented the District from obtaining services at the most reasonable or economical prices. Additionally, contract modifications due to an inadequate SOW can lead to cost overruns and inefficient spending.

OC also did not fully comply with all Title 27 DCMR requirements for administering contracts. We determined that 2 of the 11 contracts had not been monitored properly by the Contracting Officer's Technical Representative (COTR)<sup>5</sup> assigned to the contract. For one contract (the office supplies contract), the CA did not adequately perform all duties required of a CA.

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<sup>2</sup> The total for all 11 contracts awarded was \$10,513,148.

<sup>3</sup> The total for the 11 contracts (\$10,513,148), including base year modifications (\$645,955), was \$11,159,103.

<sup>4</sup> A firm fixed price contract shall provide for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

<sup>5</sup> The term COTR has been replaced by CA (Contract Administrator).



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## EXECUTIVE DIGEST

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For the other contract, which was awarded in the amount of \$6 million, the CA was unaware of her duties and responsibilities regarding required contract deliverables. We believe that the CA was unaware because she did not provide us any documentation to support her monitoring efforts, upon request. Also, she could not explain to us what specific deliverables were required per the contract; and was not familiar with contract terms and conditions related to the deliverables.

During interviews with the CAs assigned to the two contracts, each stated that one of their duties as a CA was reviewing invoices. However, one admitted that she did not review the vendor's invoices prior to payment issuance and the other CA exhibited a general lack of understanding of her CA duties. As a result of not reviewing all of the invoices, the District may have paid higher prices than what was necessary. Also, the CA who was unaware of the duties and responsibilities for required contract deliverables placed the District at risk for paying for goods and services not actually received.

Finally, OC did not accurately account for all contracts awarded and the current value of each contract for the period covered by our audit. This condition occurred because OC did not employ an automated inventory management system to capture contracting activity and contract numbering was not always sequential. Weak internal controls can result in inefficient operations and lead to fraud, waste, and abuse.

### SUMMARY OF RECOMMENDATIONS

We directed nine recommendations to the OCFO. The recommendations focus on:

- Complying with Title 27 DCMR requirements for awarding and administering contracts.
- Complying with the requirement established in 27 DCMR § 1202.2<sup>6</sup> to maintain all relevant supporting documentation in the contract file.
- Establishing standard operating procedures and identifying key controls over OCFO OC procurement processes.
- Establishing procedures in accordance with 27 DCMR § 1623.1 to develop an estimate of proper price level of the supplies or services to be purchased.

Prior to completion of our audit, three provisions contained in Title 27 of the DCMR specifically related to our findings and recommendations were repealed, and one was amended. Although, these actions were taken by the Council of the District of Columbia

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<sup>6</sup> This criteria was in effect during our audit. The criteria was repealed on December 23, 2011.

## **EXECUTIVE DIGEST**

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(Council), we strongly believe that certain provisions should be reinstated to provide the necessary controls over procurement transactions. In this regard, we are planning to issue a management implication report to all District agencies, which will recommend that the Director of OCP coordinate with the Council to have certain repealed and amended provisions of Title 27 of the DCMR reinstated.

A summary of the potential benefits resulting from the audit is shown at Exhibit A.

### **MANAGEMENT RESPONSES AND OIG COMMENTS**

On May 7, 2013, OCFO provided a written response to a draft of this report. OCFO agreed with all of the recommendations and provided detailed plans to implement the recommendations. OCFO plans include conducting internal training sessions on proper price and cost analyses, scope of work requirements, and proper execution of required D&Fs. OCFO also, in conjunction with the Office of the Chief Information Officer, plans to establish an inventory control and electronic contract filing system with an estimated completion date of fall 2013.

## INTRODUCTION

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### BACKGROUND

The mission of the Office of the Chief Financial Officer (OCFO) is to enhance the fiscal and financial stability, accountability, and integrity of the District of Columbia government. The OCFO organization consists of: Central Financial Operations; Agency Financial Operations; Chief Financial Officers for Independent Agencies; and an Executive Support Branch. The Executive Support Branch consists of: the Agency Chief Information Office; the General Counsel; Integrity and Oversight; Management and Administration; the Public Affairs Office; The Senior Advisor for Economic Development Finance; and the Senior Policy Advisor.

The OCFO is managed by a Chief Financial Officer (CFO), who is responsible for oversight and direct supervision of the financial and budgetary functions; and operating and maintaining a coordinated financial management system to budget, collect, control, and properly account for more than \$7 billion in annual operating and capital funds. The CFO is also responsible for preparing the city's annual budget, representing the District in the federal appropriations process, and monitoring budget performance during the fiscal year.

Further, the CFO is responsible for borrowing on behalf of the District, collecting receipts, payments, and transactions for the District, and investing the city's funds. In addition, the CFO administers and enforces the District's tax laws, collects revenue for the city, and records deeds and other written instruments affecting a right, title, or interest in real or personal property in the District.

Within the OCFO's Management and Administration is the OCFO Office of Contracts (OC). The OC is responsible for bidding, evaluating, awarding, and managing all procurements (including small purchases) and contracts on behalf of the OCFO. These activities are conducted in accordance with the District of Columbia Procurement Practices Act (PPA) the District of Columbia Procurement Practices Reform Act (PPRA) effective April 8, 2011, Title 27 of the District of Columbia Municipal Regulations (DCMR), and the Office of the Chief Financial Officer Procurement Regulations.

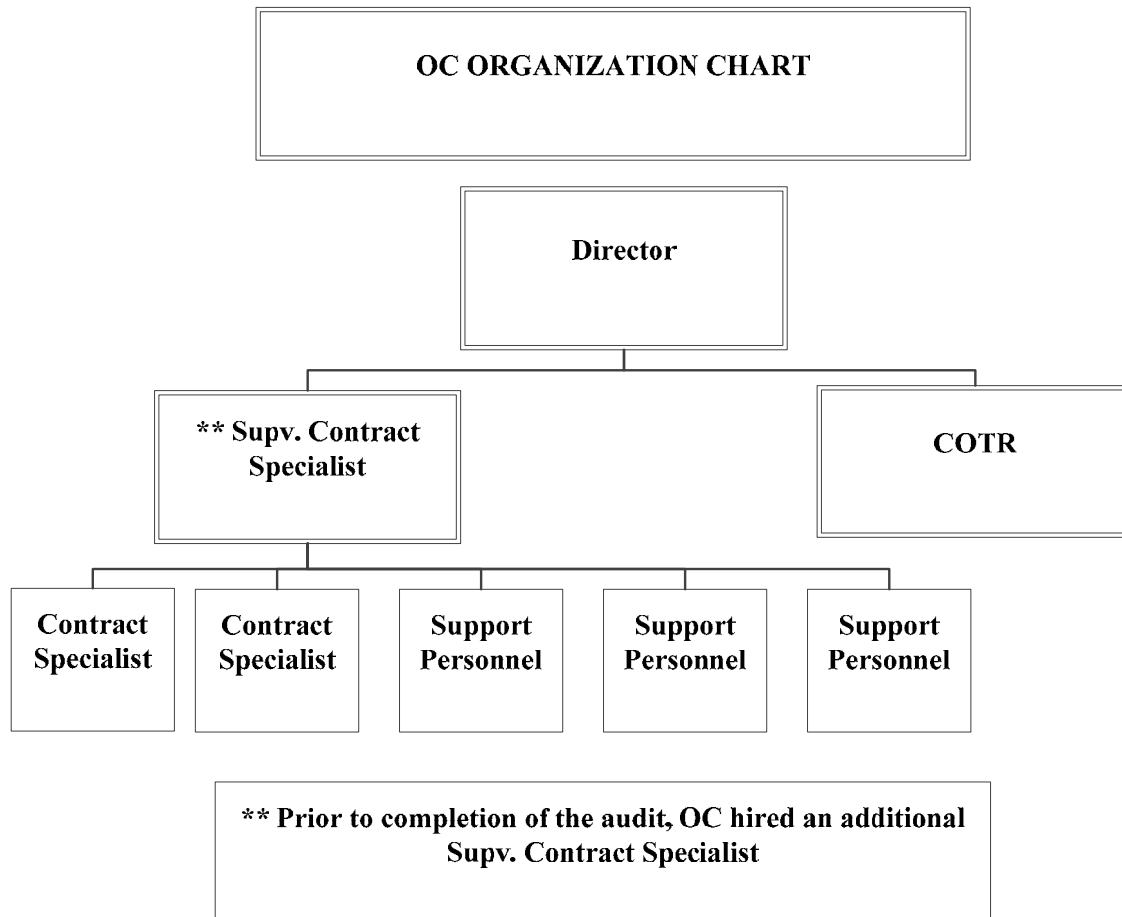
Title 27 DCMR, Contracts and Procurement, prescribes the cost and price requirements and policies and procedures for negotiated prime contracts (including subcontracts) and contract modifications, including modifications to contracts awarded by sealed bidding. The PPRA established statutory provisions for the procurement of goods, services, and construction in the District. The PPRA also regulates the use of sole source procurements along with many other aspects of the procurement process.

OC is independent of the District Office of Contracting and Procurements. At the time of the audit, the OC consisted of one Director, one Supervisory Contract Specialist, two Contract Specialists, one Contracting Officer Technical Representative (COTR) (see footnote 5), and three administrative support personnel, totaling eight full-time employees.

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## INTRODUCTION

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According to information provided by OC officials, duties of the OC include issuing contracts, providing CA training, responding to Freedom of Information Act requests, briefing the City Council on contract actions, handling vendor disputes in accordance with District of Columbia statutes, attending program office monthly meetings, responding to vendor requests for briefings on solicitations, oversight of the award and execution of OCFO contracts, acting as the Local Small Disadvantaged Business Enterprises liaison between OCFO program offices and the Department of Small and Local Business Development, and providing program office staff training on small purchases, procurement card policies, contract development administration and execution.

During fiscal years (FYs) 2008, 2009, 2010, and 2011, the OC awarded 127 contracts with a base value totaling over \$160 million. According to the Director of OC, the office provides contracting services and support to approximately 16 OCFO offices including the Office of Tax and Revenue, Office of Finance and Treasury, Office of Financial Operations and Systems,

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## INTRODUCTION

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D.C. Lottery and Charitable Games Control Board (DCLB), Office of the Chief Information Officer, and Office of Integrity and Oversight.

**Responsibilities of the Director of OC.** Title 27 DCMR § 1003.1<sup>7</sup> states, “A contracting officer shall be authorized to enter into, administer, and terminate contracts...”

In addition, 27 DCMR §§ 1003.5<sup>8</sup> and 1003.6<sup>9</sup> state: “A contracting officer shall ensure that contractors receive impartial, fair, and equitable treatment in accordance with the Act and this title;” and a contracting officer shall “[r]equest and consider the advice of specialists in auditing, law, engineering, transportation, and other fields when necessary or appropriate to the exercise of the contracting officer’s authority.”

The Director of OC (who serves as the OCFO’s Chief Contracting Officer) informed us that he is responsible for all of the agency’s procurement functions, including:

- advising senior staff on procurement issues;
- providing recommendations on how OCFO procurements must be conducted in accordance with the PPRA and DCMR;
- planning, directing, and managing activities of the OCFO OC and its staff; and
- overseeing a complete range of government contracting activities such as acquisition planning, contract negotiations, evaluation of proposals, and post award activities.

The Director of OC also serves as a liaison to establish, develop, and maintain effective working relationships with senior OCFO staff, other District agencies, and vendors.

### OBJECTIVES, SCOPE, AND METHODOLOGY

The overall objectives of the audit were to: (1) determine the efficiency and effectiveness of contracting and procurement operations at OCFO; and (2) assess the effectiveness of internal controls and adherence to applicable laws and regulations.

To accomplish our objectives, we conducted interviews and held meetings and discussions with OC officials, as well as various OCFO program officials, to obtain a general understanding of the process for awarding and administering contracts. We judgmentally selected for review 25<sup>10</sup> of 127 contracts that OC awarded during FYs 2008 through 2011, and we interviewed the CAs assigned to monitor the remaining 11 contracts to determine the extent of their monitoring efforts.

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<sup>7</sup> This criteria was in effect during our audit. The provision was changed to § 1004.1 on December 23, 2011.

<sup>8</sup> This criteria was in effect during our audit. The provision was changed to § 1004.2(d) on December 23, 2011.

<sup>9</sup> This criteria was in effect during our audit. The provision was changed to § 1004.2(e) on December 23, 2011.

<sup>10</sup> Fourteen of 25 contracts were for legal services. The results of the review of those 14 contracts will be discussed in a separate audit report.

## INTRODUCTION

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Further, we reviewed selective billing records for two contracts awarded in the amounts of \$350,000 and \$6 million. We met with the contractor who was awarded the \$350,000 office supply contract to obtain an explanation of the contract pricing structure. We also reviewed the documentation relative to deliverables received for the \$6 million contract for lottery advertisement services. Finally, we performed an inventory of contracts and developed a spreadsheet to determine the total number and value of contracts awarded by the OC in FYs 2008 through 2011.

We obtained computer-processed data in the form of an Excel spreadsheet from OC showing contract number, vendor name, award date, and contract value. We compared the information shown on the spreadsheet to the information maintained in the OC contract files to validate the data. The information from the spreadsheet agreed with the information contained in the files.

This performance audit was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). These standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

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## FINDINGS AND RECOMMENDATIONS

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<b>FINDING I: CONTRACT AWARD</b>
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### SYNOPSIS

The OC did not fully comply with all Title 27 DCMR provisions when awarding contracts for services. Specifically, OC did not perform a required cost analysis to determine the cost reasonableness for 4 of 11 contracts reviewed. The four contracts totaled \$9.4 million. Each contract was in excess of \$500,000. OC also did not adequately establish prices for an office supply contract awarded in the amount of \$350,000. Further, OC did not provide adequate justification to use the sole source method of procurement for 2 of 11 contracts. One contract was for a systems analyst and the other was for actuarial services. Additionally, seven contract modifications totaling \$645,955<sup>11</sup> were made during the base year to expand the scope of the four contracts. Three of the four were firm-fixed-price type contracts.

We discussed these conditions with OC officials who indicated that the required cost analyses were not performed because of a lack of resources. The officials also informed us that due to fluctuating prices for office supplies, base prices for core products had not been established in the contract prior to award. Officials further informed us that the sole source contracts were awarded to two firms due to their extensive knowledge of District government operations. The modifications were attributed to an inadequate SOW and, in some instances, contract deliverables that were not clearly defined.

As a result of not performing the required cost analyses, OC exposed the District to the risk of higher and/or unreasonable contract prices for all negotiated contracts awarded in excess of \$500,000. Without properly establishing prices prior to the award of the office supply contract, OCFO could not ascertain whether the District received the 65% discount stipulated in the contract. The sole source contracts that OC awarded may also have prevented the District from obtaining services at the most reasonable or economical prices. Additionally, contract modifications due to an inadequate SOW can lead to cost overruns and inefficient spending.

### DISCUSSION

**Cost Price Reasonableness.** A cost analysis includes procedures used to evaluate the reasonableness of contract prices. The objective of a cost analysis is to ensure that the final agreed-to contract price is fair and reasonable. Our review showed that 4 of 11 contracts awarded did not have the required cost analysis performed (see Table 1 below). The four contracts totaled approximately \$9 million.

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<sup>11</sup> The total for all 11 contracts (\$10,513,148), including base year modifications of \$645,955, was \$11,159,103.

## FINDINGS AND RECOMMENDATIONS

The contract files should contain evidence of a cost reasonableness determination to avoid any potential overpricing to the District. We also noted that the contract files did not include sufficient documentation to support OC’s assertion that an “informal analysis” was conducted.

<b>Table 1. Schedule of Contracts Selected for Review</b>		
<b>Contract Number</b>	<b>Description</b>	<b>Award Amount</b>
<b>11-C-018</b>	<b>Office Supplies</b>	<b>\$350,000</b>
<b>11-C-020</b>	<b>Voice Response System</b>	<b>\$207,988</b>
<b>11-C-053</b>	<b>Dodge Mini Vans for DCLB*</b>	<b>\$113,948</b>
<b>09-C-014**</b>	<b>Retirement Consulting Services</b>	<b>\$900,000</b>
<b>11-C-007</b>	<b>Controlled Disbursement</b>	<b>\$85,036</b>
<b>11-C-019**</b>	<b>Lottery Advertisement</b>	<b>\$6,000,000</b>
<b>11-C-030</b>	<b>Actuarial Services</b>	<b>\$40,000</b>
<b>11-C-035</b>	<b>Temp Support, Recorder of Deeds</b>	<b>\$202,096</b>
<b>10-C-017**</b>	<b>Alias Matching Services</b>	<b>\$500,000</b>
<b>10-C-019**</b>	<b>Universal Collection Services</b>	<b>\$2,000,000</b>
<b>10-C-060</b>	<b>System Analyst Services</b>	<b>\$114,080</b>
<b>Total</b>	<b>11</b>	<b>\$10,513,148</b>

\* D.C. Lottery and Charitable Games Control Board

\*\* No cost analysis performed (for 4 contracts that totaled \$9,400,000).

At the time these contracts were awarded, the D.C. Code and DCMR set forth criteria that defined the procedures for acquiring goods and services for the District using competitive sealed proposals. To that end, 27 DCMR § 1626.1<sup>12</sup> stated, “The contracting officer shall be required to perform a cost analysis in either of the following circumstances: (a) The award of any contract in excess of . . . [\$500,000]; or (b) The modification of any contract when the modification exceeds . . . [\$500,000].”

On January 22, 2013, the Chief Procurement Officer (CPO) repealed the requirement of § 1626.1 of Title 27 DCMR primarily because the Procurement Practices Reform Act (PPRA) of 2010, D.C. Law 18-371, effective April 8, 2011 (codified at D.C. Code §§ 2-351.01 – 362.03 (2011)),

<sup>12</sup> This criteria was in effect during our audit. The criteria as well as the entire section was repealed on February 1, 2013.



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## FINDINGS AND RECOMMENDATIONS

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eliminated the cost/pricing data submission requirement in D.C. Code § 2-303.08(a) (2006), which were necessary to perform cost analyses.

However, Section 419 of the PPRA states that:

- (a) A contracting officer may request factual information reasonably available to the contractor or prospective contractor to substantiate that the price or cost offered, or some portion of it, is reasonable.
- (b) The CPO shall establish a process for determining the reasonableness of prices.

The updated 27 DCMR § 1642.2 states:

The contracting officer may request factual information reasonably available to the offeror to substantiate that the price or cost offered, or some portion of it, is reasonable, if:

- (a) The price is not:
  - (i) Based on adequate price competition;
  - (ii) Based on an established catalogue or market prices; or
  - (iii) Set by law or regulation; or
- (b) The price or cost exceeds an amount established by law or regulation.

Discussion With OC Officials Pertaining to Cost Reasonableness. OC officials indicated that they do not have the personnel resources to maintain a robust price reasonableness function. The officials described price reasonableness as a function that takes expertise in a broad range of commodities and services, as well as analytical expertise developed through training over time.

The officials also believe that they accomplish the requirement of price reasonableness by utilizing an “informal analysis” that consists of a combination of documented competition in the marketplace as demonstrated through the bidding process, review of historical data, and reliance on input from OCFO program offices.

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## FINDINGS AND RECOMMENDATIONS

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**Establishing Prices for Office Supplies Contracts.** OCFO OC did not adequately establish prices for an office supply contract that was awarded in the amount of \$350,000. As a part of our audit, we reviewed contract number CFOPD-11-C-018 for office supplies, which was awarded in December 2010. We noted that Section B.1 of the contract indicated that the vendor would give OCFO a 65% discount for the price of catalog items during the term of the contract (base year and four one-year options).

We reviewed the catalog in an effort to verify and ascertain the discount price for selected items. We noted that the price for every item in the catalog had a line drawn through it and each page had a notation (at the bottom of the page) that prices are subject to change. Therefore, we could not determine the base or discount price for any of the items listed in the catalog and concluded that catalog item prices had not been established.

Title 27 DCMR § 1623.1<sup>13</sup> states, “Before issuing a solicitation, the contracting officer shall develop an estimate of the proper price level of value of the supplies or services to be purchased.” On February 1, 2013, the CPO amended the requirement of § 1623.1 of Title 27 DCMR. The updated 27 DCMR § 1641.1 states...”the contracting officer may enter into price negotiations with the offeror with the intent of agreeing on a fair and reasonable price.”

Discussion With OC Officials Pertaining to Establishment of Prices. We informed OC officials that based upon a limited review of invoices; we noted some incorrect billings and had concerns as to whether the OCFO received the contract stipulated 65% discount. During subsequent meetings, we informed officials of the need to establish base prices for catalog items. OC officials agreed with our conclusion that base prices should have been established prior to the award of the contract and told us of their plans not to exercise the remaining three option years of the contract. This issue will be discussed in more detail in Finding 2 of this report.

**Sole Source Awards.** OC officials did not provide adequate justification to use the sole source method of procurement for 2 of 11 contracts. Both contractors were considered as a single available source. One contract was for a systems analyst and the other was for actuarial services. Sole source procurement is achieved when a single available source is used to fulfill the requirements of a contract or when a single source is found to be the most advantageous to the District government for the purpose of contract award.

Title 27 DCMR § 1700.2<sup>14</sup> stated, in part:

In each instance where the sole source or emergency procurement procedures set forth in this chapter are used, the contracting officer shall do the following (a) Prepare a written determination and

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<sup>13</sup> This criteria was in effect during our audit. The provision was changed to § 1641.1 on February 1, 2013, and the requirement was eliminated.

<sup>14</sup> This criteria was in effect during our audit. The provision was amended on July 27, 2012.

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## FINDINGS AND RECOMMENDATIONS

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findings (D&F) justifying the procurement which specifically demonstrates that procurement by competitive sealed bids or competitive sealed proposals is not required by the provisions of the Act or this title. . . .

Title I, PPRA, § 104 (28) defines “Determinations and Findings” (D&F) as “a form of written approval and detailed explanation as a prerequisite to taking certain contract actions, including the rationale for the method of procurement, the selection of contract type, contractor selection, and the basis for contract price.” The updated 27 DCMR § 1700.2 still requires the contracting officer to prepare a D&F justifying the use of sole source procurements.

Also, 27 DCMR § 1702.2<sup>15</sup> stated:

When determining whether there is only one (1) source for the requirement, the contracting officer (and, for procurements over twenty-five thousand dollars (\$25,000) the Director) shall consider whether there is a reasonable basis to conclude that the District’s minimum need can only be satisfied by the supplies, services, or construction proposed to be procured, and whether the proposed sole source contractor is the only source capable of providing the required supplies, services, or construction.

Finally, 27 DCMR § 1705.2 (f)<sup>16</sup> stated, “Each sole source D&F shall include the following: An explanation of the proposed contractor’s unique qualifications or other factors that qualify the proposed contractor as a sole source for the procurement.”

Our review of the OC contract files revealed that the D&Fs written by the Contracting Officer for the two sole source contracts indicated that each contractor was the only source for the specified service. However, we believe that actuarial and systems analyst services were provided by many different vendors.

Discussion With OC Officials Pertaining to Sole Source Award Justifications. We reviewed the D&Fs for the two sole source contracts and noted that the D&Fs were not properly written to justify the procurement method used (single available source). We told OC officials that the D&Fs needed a more detailed explanation of the basis for selecting the two vendors. In response, OC officials rewrote both D&Fs in March 2012 for contracts that were awarded in September 2010 and January 2011, presenting a more detailed explanation for selecting both contractors.

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<sup>15</sup> This criteria was in effect during our audit. The provision was amended on July 27, 2012, and now pertains to emergency procurements.

<sup>16</sup> This criteria was in effect during our audit. The provision was repealed on July 27, 2012.

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## FINDINGS AND RECOMMENDATIONS

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We reviewed the rewritten D&Fs and concluded that although the documents provided more information regarding the basis for selecting the vendors, the D&Fs still did not adequately justify the procurement method used. When using a single available method, the vendor selected must be the only supplier of those goods or services.

**Contract Modifications.** Seven contract modifications totaling \$645,955 were made during the base year to expand the scope of four contracts. The modifications are discussed in more detail below.

*Contract Number CFOPD-10-C-060.* Three contract modifications were made for systems analyst services, where the work performed was outside of the scope of the original contract. Further, OC officials did not maintain documentation in the contract files to support the modifications but they were able to provide us a detailed explanation from the contractor for the work performed. From a review of this information, we determined that the modifications for additional work, in general, were for services needed by a different OCFO program office (Office of Tax and Revenue (OTR)) than the one noted in the SOW Section of the original contract (Office of Financial Operations and Systems).

In particular, the description of the work to be performed was different. The description on the contract modification form was vague and generally described solving problems related to SOAR. However, the contractor's description of the work to be performed involved a Liability Offset System that OTR needed to meet United States Treasury deadlines. The three modifications totaled \$124,000, while the original contract amount was \$114,080, bringing the total contract value to \$238,080 (see Table 2, Schedule of Contract Modifications, on the next page). We believe that in this particular instance, the three modifications represent a new procurement, via sole source, which should have been opened for bid, because the work performed was different than what was originally contracted for.

Discussion With OC Officials Pertaining to Modifications. We discussed this matter with OC officials, who agreed with our conclusions that the scope of work for this contract was inadequate and contract deliverables were not clearly defined. OC officials also told us that lines of communication need to be improved between CAs and contracting officers with respect to contract changes. In this regard, the contracting officer told us that the remaining option years of contract CFOPD-10-C-060 were not exercised and that the contract expired on September 30, 2012.

*Contract Number CFOPD-11-C-018.* A contract modification was made in the amount of \$300,000 to increase the contract ceiling for a basic ordering agreement for an office supplies contract in which the original amount of the contract was \$350,000. We question the necessity of the modification because there was no documentation to support the modification.

Although a basic ordering agreement, Section B.3 Contact Ceiling states, "The contract ceiling shall not exceed \$350,000" and Section B.4 Contract Type states, "This shall be a Not to Exceed Basic

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## FINDINGS AND RECOMMENDATIONS

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Ordering Agreement.” Also, as will be discussed in Finding 2 of this report, OCFO OC experienced billing issues related to the administration of this contract. Therefore, we conclude that a modification that almost doubled the contract price may not have been in the District’s best interest.

*Contract Number CFOPD-11-C-019.* Two contract modifications totaling \$214,850 were made to expand the scope for a D.C. Lottery and Charitable Games Control Board advertisement contract. One modification for \$14,850 increased the number of fixed hours for the retainer fee from 240 to 350 hours. The other modification for \$200,000 added funds for the television draw and broadcasting services and to provide financial support for the next contract period. However, no justification was provided for the increase in retainer fee hours. In respect to the television draw and broadcasting services, we believe that costs should have been included in the original contract.

*Contract Number CFOPD-11-C-030.* A contract modification for \$7,185 was made to add funds to an actuarial services contract to cover costs associated with the “Roll Forward Valuation” of post-employment benefits. We believe that the costs should have been included in the original contract, which should have covered all costs associated with the valuation of employee benefits.

Title 27 DCMR § 1210.5<sup>17</sup> stated, “Procurement planning shall begin as soon as the agency need is identified, preferably well in advance of the fiscal year in which the contract award is necessary....” In addition, given that this was a contract for expert/consulting services, the contract was not subject to modification. Title 27 DCMR § 1901.9 states, “[a] contract for expert or consulting services shall not be extended by modification. When additional services are required, a new contract shall be awarded subject to the requirements and limitations of this section.”

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<sup>17</sup> This criteria was in effect during our audit. The provision was repealed on December 23, 2011.

**FINDINGS AND RECOMMENDATIONS**

<b>Table 2. Schedule of Contract Modifications</b>					
<b>CONTRACT NO.</b>	<b>ORIGINAL CONTRACT AMOUNT</b>	<b>MODIFICATION NO.</b>	<b>DATE</b>	<b>MODIFICATION AMOUNT</b>	
<b>CFOPD-10-C-060</b>	\$114,080.00	1	4/5/2011	\$70,920.00	
		2	6/24/2011	\$28,000.00	
		3	9/8/2011	\$25,000.00	
<b>CFOPD-11-C-018</b>	\$350,000.00	1	9/29/2011	\$300,000.00	
<b>CFOPD-11-C-019</b>	\$6,000,000.00	1	7/28/2011	\$14,850.00	
		2*	9/19/2011	\$0.00	
		3	10/17/2011	\$200,000.00	
<b>CFOPD-11-C-030</b>	\$40,000.00	1**	4/7/2011	\$0.00	
		2	7/28/2011	\$7,185.00	
<b>TOTAL</b>				<b>\$645,955.00</b>	

\*For contract #CFOPD-11-C-019 – Modification #2 was a no cost modification.

\*\*For contract #CFOPD-11-C-030 – Modification #1 was a no cost modification.

**Conclusion.** Our review of the 11 contracts that OC awarded disclosed instances of non-compliance with Title 27 DCMR requirements for performing cost analyses to substantiate cost reasonableness of the contractor’s offer, awarding sole source contracts, establishing prices, and executing contract modifications.

**RECOMMENDATIONS:**

We recommend that the Chief Financial Officer, Office of the Chief Financial Officer:

1. Follow established procedures in accordance with 27 DCMR § 1642 when required to determine cost reasonableness.

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## FINDINGS AND RECOMMENDATIONS

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### **OCFO RESPONSE**

OCFO agreed with the recommendation, offered clarification, and summarized procedures currently used to determine cost reasonableness.

### **OIG Comment**

The OIG considers OCFO's actions to be responsive to meet the intent of the recommendation.

2. Follow established procedures in accordance with 27 DCMR § 1641.1 to enter into price negotiations with the offeror with the intent of agreeing on a fair and reasonable price.

### **OCFO RESPONSE**

OCFO agreed with the recommendation, offered clarification, and summarized procedures currently used for price negotiations.

### **OIG Comment**

The OIG considers OCFO's actions to be responsive to meet the intent of the recommendation.

3. Follow established procedures in accordance with 27 DCMR § 1700.2 for sole source determinations to ensure that the proposed sole source contractor is the only source capable of providing the required supplies, services, or construction.

### **OCFO RESPONSE**

OCFO agreed with the recommendation and on April 3, 2013, implemented an internal policy related to the execution of sole source procurements.

### **OIG COMMENT**

The OIG considers OCFO's actions to be responsive to meet the intent of the recommendation.

4. Follow established procedures covering contract modifications to ensure that contracts contain an adequate scope of work with clearly defined deliverables.

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## FINDINGS AND RECOMMENDATIONS

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### **OCFO RESPONSE**

OCFO agreed with the recommendation and advised us that they are currently following established procedures and will continue conducting internal training related to scope of work requirements.

### **OIG Comment**

The OIG considers OCFO's actions to be responsive to meet the intent of the recommendation.

5. Ensure compliance with the requirement established in 27 DCMR § 1204.1 for maintaining documents.

### **OCFO RESPONSE**

OCFO agreed with the recommendation, offered clarification, and provided details on procedures currently used to ensure that contract files are properly maintained.

### **OIG Comment**

The OIG considers OCFO's actions to be responsive to meet the intent of the recommendation.

6. Ensure that D&Fs are written to adequately justify the procurement vehicle used.

### **OCFO RESPONSE**

OCFO agreed with the recommendation and offered clarification. In the clarification, OCFO advised us that they currently ensure that D&Fs are written to adequately justify the procurement vehicle used and will continue to conduct internal training and professional development of staff.

### **OIG Comment**

The OIG considers OCFO's actions to be responsive to meet the intent of the recommendation.



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## FINDINGS AND RECOMMENDATIONS

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<h3>FINDING II: CONTRACT ADMINISTRATION</h3>
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#### SYNOPSIS

OC did not fully comply with all Title 27 DCMR requirements for administering contracts. We determined that 2 of the 11 contracts reviewed had not been monitored properly by the CA assigned to the contract. For one contract for office supplies, the CA did not adequately perform all duties required of a CA. For the other contract, which was awarded in the amount of \$6 million, the CA was unaware of her duties and responsibilities regarding required contract deliverables.

During interviews with the CAs assigned to the two contracts, one admitted that the vendor's invoices had not been reviewed prior to payment issuances. The other CA exhibited a general lack of understanding of CA duties. As a result of not reviewing all of the invoices, the District may have paid higher prices for office supplies than necessary. Also, the CA who was unaware of the duties and responsibilities for required contract deliverables placed the District at risk for paying for goods and services not actually received.

#### DISCUSSION

**Monitoring Contractor Performance.** Both the contacting officer and the CA assigned to each contract have certain responsibilities to ensure that the District receives the deliverables prescribed by the contract.

According to 27 DCMR § 4000.1:

The contracting officer shall ensure that the supplies, services, or construction procured under each District contract conform to the quality and quantity requirements of the contract, including inspection, acceptance, warranty, and any other measures associated with quality assurance.

Further, 27 DCMR § 4001.1(b) states:

The using agency, or the individual(s) responsible for contract administration in the case of a term contract, shall do the following... (b) Perform all actions necessary to verify whether the supplies, services, or construction conform to contract quality requirements.

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## FINDINGS AND RECOMMENDATIONS

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Also, 27 DCMR § 4001.2 (a) states, “The using agency shall maintain, as part of the performance records of the contract, suitable records reflecting the following: (a) Contract quality assurance actions, including, when appropriate, the number of observations made ....”

Interviews With CAs. As a part of the audit, we interviewed each CA assigned to the 11 selected contracts and asked each to provide documentation to support their monitoring efforts. The interviews focused mainly on their duties and responsibilities as a CA. Based upon the interviews, we determined that for 9 out of 11 contracts, the CAs provided sufficient documentation to support their monitoring efforts. However, for the remaining 2 contracts, the CAs could not provide us with evidence of contract monitoring. Specifically, one CA told us that vendor invoices had not been reviewed prior to payment<sup>18</sup> and the other seemed unaware of the duties and responsibilities related to contract deliverables.

We also discussed CA training with each CA, particularly the type and number of hours of training they received prior to and during their assignment as CAs. Each CA consistently stated that they had received little or no training, on-the-job training, or attended half day or whole day seminars presented by OCP and OC. When we asked the Director of OC how much training each CA received before their assignment as CA, the Director of OC advised us that his office provides 8 hours of training, along with training materials.

**Review of Invoices for CFOPD-11-C-018.** We performed a review of an office supply contract awarded in the amount of \$350,000. The contract was for 5 years with a base year and 4 one-year options. Section B.1 of the contract indicates that the District will receive 65% off the price of catalog items during the term of the contract. Our review was made to determine whether the District was receiving the stipulated 65% discount as required in the contract. We judgmentally selected invoices for the month of May 2011 through August 2011 for review.

We chose 20 items from the invoices dated from May 2011 through August 2011 to calculate and/or determine (catalog price less 65%) whether the District was billed the correct amount by the contractor. After review of the 2011 catalog prices for the 20 items, we determined that the District was improperly billed for 13 items<sup>19</sup> and did not receive a 65% discount on these items. The differences in the invoiced amount and the catalog price less the 65% discount are shown in Table 3 on the next page. The other seven items were not found in the FY 2011 catalog.

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<sup>18</sup> The current CA was assigned to this particular contract 1 year after the award date.

<sup>19</sup> One item was billed twice on separate invoices (the item was ordered for two separate OCFO offices; i.e., 11 items billed once and 1 item billed twice).

## FINDINGS AND RECOMMENDATIONS

**Table 3. CFOPD-11-C-018 - Review of Selected Invoices**

Invoice Number	Invoice Date	Item Description	Product Number	Catalog Price	OCFO Price <sup>20</sup>	Amount Billed	Amount Overbilled <sup>21</sup>
102858I	5/17/2011	Brother Toner	TN460	\$95.49	\$33.42	\$77.49	\$44.07
102805I	5/9/2011	HP Laserjet Cartridge	CB540A	\$109.15	\$38.20	\$91.66	\$53.46
102805I	5/9/2011	HP Toner Cartridge	Q2612D	\$193.23	\$67.63	\$166.79	\$99.16
102805I	5/9/2011	HP Laser Drum	Q3964A	\$253.76	\$88.82	\$207.62	\$118.80
102805I	5/9/2011	HP Color Laserjet 4700 Black	Q5950A	\$273.94	\$95.88	\$237.43	\$141.55
103495I	8/18/2011	3M Post-It Assorted Small Flags ValuPak	MMM-683VAD1	\$13.76	\$4.82	\$10.79	\$5.97
103498I	8/18/2011	Pocket File, Letter 3.5" Expand, RD	BSN-65791	\$61.82	\$21.64	\$27.29	\$5.65
103498I	8/18/2011	Laminator, Ultima 35, BEGY	GBC-1701680	\$747.09	\$261.48	\$608.45	\$346.97
103284I	7/20/2011	HP Cartridge, Laser, F/4700, BK	HEW-Q5950A	\$273.94	\$95.88	\$198.99	\$103.11
103284I	7/20/2011	HP Cartridge, Laser, F/4700, MA	HEW-Q5953A	\$389.52	\$136.33	\$282.99	\$146.66
103284I	7/20/2011	HP Cartridge, Laser Jet, 9000 SRS	HEW-C8543X	\$424.81	\$148.68	\$299.99	\$151.31
103284I	7/20/2011	Hanging File Folders, Letter, 1/3" Green	SMD-64035	\$32.10	\$11.24	\$13.99	\$2.76
103284I	7/20/2011	Post-It Flag Signature set	MMM-684AST1	\$5.30	\$1.86	\$3.99	\$2.14

<sup>20</sup> OCFO Price column represents 65% off catalog price.

<sup>21</sup> Amount Overbilled column represents difference in OCFO Price and Amount Billed to OCFO.

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## FINDINGS AND RECOMMENDATIONS

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Discussion With OC Officials Pertaining to Billing Issues. As previously stated, in August 2011 we informed OC officials of our concerns related to billings. At that time, the officials met with the contractor to discuss the billing discrepancies. As a result of this meeting, OC officials and the contractor developed a “cure notice” to address the billing issues. The “cure notice” stipulated that all invoices must include unit price, applicable discount, and final cost for each item. Also, the contractor will provide a current price list including updates if the prices change. More importantly, the vendor will develop an OCFO specific website, which will contain core items that reflect the 65% discount price.

Prior to issuance of this report, the contractor informed OC officials that based upon a review of 2011 list prices, a determination was made that discrepancies had occurred and the contractor plans to credit OC \$16,904. We did not review documentation related to the credit. However, as previously stated in this report, OC indicated to us that it did not plan to exercise the last remaining three option years of the contract.

However, due to base prices not being established in the contract and because all invoices were not reviewed, it is uncertain whether the District received the 65% discount during the term of the contract. As such, we believe that the OCFO should review all invoices/payments to the contractor for office supplies to determine the extent of improper billing and recoup any amounts due to the District.

**Review of Deliverables for CFOPD-11-C-019.** We performed a review of contract deliverables for an advertisement services contract awarded in the amount of \$6 million. The objective of our review was to obtain supporting documentation for the delivery of specific contract items because, as previously stated in this report, the CA was unaware of her duties and responsibilities related to the contract.

Specifically, during our interview with the CA, we asked for documentation to support monitoring efforts to ascertain whether the contract was administered properly. However, the CA did not provide us with any document or information to confirm monitoring efforts. When we made inquiries regarding specific contract deliverables, the CA was unfamiliar with the deliverables specified in the contract.

Therefore, we requested the following contract deliverables as required by Section C.7, Contractor Reporting Requirements, of the contract for review:

- Written quarterly status reports that indicate cumulative costs and direct labor hours expended from the effective date of the contract through the end date of the report. These reports shall outline the services provided and accomplishments for each assigned task.
- Monthly subcontractor payment and budget reconciliation reports.

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## FINDINGS AND RECOMMENDATIONS

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- All written reports regarding meetings and telephone conferences held with the OCFO program office.

In order to provide the requested information, the CA forwarded our request to senior officials. The CA did not know where in the agency the deliverables were maintained. Ultimately, the information requested was provided to us by the Chief of Marketing. Because of the CA's uncertainty with respect to the required deliverables, we reviewed documentation to support contract expenditures (invoices). We noted that all of the invoices we reviewed were approved by the CA and the Chief of Marketing. Our review indicated that the specified deliverables were submitted to the District as required by the contract.

However, program officials brought to our attention that direct labor hours expended (a contract deliverable) were not required to be tracked because the contract costs were based on a fixed monthly retainer fee, fixed media commissions, and cost reimbursements. Therefore, a contract amendment was necessary to eliminate the provision requiring direct labor hours to be tracked (as a deliverable).

Discussion With OCFO OC Officials Concerning Contract Monitoring. We discussed with OC officials the issues of the CA's duties and responsibilities and the error in the contract provisions pertaining to tracking direct labor hours. OCFO OC officials immediately removed the CA and also executed a contract modification to correct the error in the contract deliverables regarding the tracking of direct labor hours.

**Conclusion.** Our review of 11 contracts that OC administered disclosed that 9 of the contracts had been monitored properly. However, the remaining 2 contracts had not. Inadequate contract monitoring places the District at a risk of paying for goods and services not actually received.

### RECOMMENDATION

We recommend that the Chief Financial Officer, Office of the Chief Financial Officer:

7. Review and determine the extent of improper billing for the office supply contract and recoup any amount due to the District.

### OCFO RESPONSE

OCFO agreed with the recommendation and advised us that it determined the improper billing amount owed to the District and the vendor issued the proper credit to the District.

### OIG COMMENT

The OIG considers OCFO's actions to be responsive to meet the intent of the recommendation.

## FINDINGS AND RECOMMENDATIONS

### FINDING III: INVENTORY OF CONTRACTS

#### SYNOPSIS

OC officials did not accurately account for all contracts awarded and the current value of each contract for the period covered by our audit. This condition occurred because OC did not employ an automated inventory management system to capture contracting activity and contract numbering was not always sequential. OC officials also could not provide or identify key controls over the award and administration processes and have not formalized standard operating procedures. Weak internal control can result in inefficient operations and lead to fraud, waste, and abuse.

#### DISCUSSION

**Inventory of Contracts.** As a part of our audit, we requested and obtained a detailed listing of contracts that OC awarded during FYs 2008 through 2011. We reviewed this information (which was maintained on an Excel spreadsheets at OC) and determined that OC officials could not account accurately for all contracts awarded and the current value of each contract. Therefore, we performed an inventory to determine the total number and amount of contracts awarded and the accuracy of related information. The results of our inventory are shown below.

<b>Table 4. Inventory of Contracts</b>							
Fiscal Year	Description of Error					Number of Contracts Awarded	Total Amount of Contracts
	Contract Number	Award Date	Vendor Name	Award Amount			
<b>2008</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>		<b>36</b>	<b>\$49,603,398</b>
<b>2009</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>		<b>21</b>	<b>\$14,063,286</b>
<b>2010</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>4</b>		<b>32</b>	<b>\$58,680,438</b>
<b>2011</b>	<b>1</b>	<b>12</b>	<b>0</b>	<b>4</b>		<b>38</b>	<b>\$38,431,265</b>
<b>TOTALS</b>	<b>1</b>	<b>25</b>	<b>0</b>	<b>12</b>		<b>127</b>	<b>\$160,778,387</b>

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## FINDINGS AND RECOMMENDATIONS

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We compared the information contained on the Excel spreadsheets, such as contract number, vendor name, award date, and contract value, to the information contained in the contract files. OC awarded 127 contracts totaling approximately \$161 million during the period of FYs 2008 through 2011. We noted 1 error with respect to the contract number, 25 errors in the award date, and 12 errors in award amount. Improper maintenance of contract files may result in overspending and can be detrimental to the District in case of litigation.

Title 27 DCMR § 1202.2<sup>22</sup> stated, “The documentation in each contract file maintained by the contract office shall be sufficient to constitute a complete history of the transaction for the following purposes: (c) Providing information for reviews and investigations; (d) Furnishing essential facts in the event of litigation.”

Discussion With OC Officials Concerning Inventory of Contracts. We discussed the results of our inventory with OC officials, pointing out the differences. OC officials advised us that some of the inconsistencies occurred due to typographical errors and that a few of the contracts had been inadvertently left off their original spreadsheet. The officials’ explanations confirm our belief that the OC should employ an automated inventory management system to accurately capture contracting information.

OC officials have initiated corrective actions by changing the contract numbering system in 2010 to accurately reflect sequential numbering tied to each fiscal year. Officials have also segregated among three individuals the processes of issuing, maintaining, and reviewing contracts awarded.

**Key Controls.** According to GAGAS, Paragraph 1.30, internal control “comprises the plans, policies, methods, and procedures used to meet the organization’s mission, goals, and objectives. Internal control includes the processes and procedures for planning, organizing, directing, and controlling program operations, and management’s system for measuring, reporting, and monitoring program performance.”<sup>23</sup> Management is responsible for developing, implementing, and monitoring internal controls. Ultimately, internal controls provide reasonable, but not absolute, assurance that the organization’s goals will be achieved.

OCFO officials could neither provide nor identify key controls over the contract award and administration processes. The officials informed us that they believe that provisions contained in the PPRA and DCMR serve as the key internal control for their contracting operations. We disagree and believe that internal controls must be established that are specific to OC’s major contracting activities, such as requirement determinations, solicitation of proposals, bid evaluations, and maintenance of documents, etc.

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<sup>22</sup> The criteria was in effect during our audit. The provision was repealed on December 23, 2011.

<sup>23</sup> U.S. Government Accountability Office, Government Auditing Standards 20, GAO-07-731G (2007 Rev.).

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## FINDINGS AND RECOMMENDATIONS

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**Standard Operating Procedures.** During the audit, we obtained and reviewed a draft copy of the OC Contracts and Procurement Policy and Procedures Manual covering procurement activities. We believe that OCFO officials should review and finalize the draft to aid in improving internal control.

**Conclusion.** Our audit of contracting and procurement operations at OC indicated that there is need for continuous review of contract files to ensure accuracy and completeness. OC also needs to identify key controls and establish and implement standard operating procedures to improve internal control.

### RECOMMENDATIONS

We recommend that the Chief Financial Officer, Office of the Chief Financial Officer:

8. Establish and implement an automated system to properly maintain an accurate inventory of contract files.

### OCFO RESPONSE

OCFO agreed with the recommendation and detailed planned efforts to establish and implement an automated inventory management system by the fall of 2013.

### OIG Comment

The OIG considers OCFO's actions to be responsive to meet the intent of the recommendation.

9. Finalize and implement standard operating procedures and identify key controls over OC procurement operations.

### OCFO RESPONSE

OCFO agreed with the recommendation and advised us that OC is currently working with the Office of the General Counsel to review and update OCFO/OC standard operating procedures, however; they did not provide us with an expected date of completion.

### OIG Comment

The OIG considers OCFO's actions to be responsive to meet the intent of the recommendation.



**EXHIBIT A. SUMMARY OF POTENTIAL BENEFITS  
RESULTING FROM AUDIT**

<b>Recommendations</b>	<b>Description of Benefit</b>	<b>Amount and Type of Benefit</b>	<b>Agency Reported Estimated Completion Date</b>	<b>Status<sup>24</sup></b>
1	<b>Compliance and Economy and Efficiency.</b> Ensures procurement personnel comply with the requirement to ensure cost reasonableness.	Non-Monetary	May 7, 2013	Closed
2	<b>Compliance and Economy and Efficiency.</b> Ensures procurement personnel develop an estimate of the proper price level for the value of the supplies or services to be purchased, and that OCFO receives proposed credit of \$16,904 for office supplies.	Monetary \$16,904	May 7, 2013	Closed
3	<b>Compliance and Economy and Efficiency.</b> Ensures procurement personnel comply with the sole source selection criteria.	Non-Monetary	April 3, 2013	Closed

<sup>24</sup> This column provides the status of a recommendation as of the report date. For final reports, “Open” means management and the OIG are in agreement on the action to be taken, but action is not complete. “Closed” means management has advised that the action necessary to correct the condition is complete. If a completion date was not provided, the date of management’s response is used. “Unresolved” means that management has neither agreed to take the recommended action nor proposed satisfactory alternative actions to correct the condition.

**EXHIBIT A. SUMMARY OF POTENTIAL BENEFITS  
RESULTING FROM AUDIT**

<b>Recommendations</b>	<b>Description of Benefit</b>	<b>Amount and Type of Benefit</b>	<b>Agency Reported Estimated Completion Date</b>	<b>Status<sup>24</sup></b>
4	<b>Compliance and Economy and Efficiency.</b> Ensures that procurements are properly planned to have an adequate scope of work with defined deliverables.	Monetary \$645,955	May 7, 2013	Closed
5	<b>Compliance Internal Control.</b> Ensures procurement personnel properly maintain required documents.	Non-Monetary	May 7, 2013	Closed
6	<b>Internal Control and Compliance.</b> Ensures that D&Fs are adequately justified for procurement vehicle selected.	Non-Monetary	May 7, 2013	Closed
7	<b>Internal Control and Economy and Efficiency.</b> Ensures that the District recoups amount improperly billed.	Monetary \$16,904	October 5, 2012	Closed
8	<b>Internal Control and Compliance.</b> Ensures that OC officials establish and maintain an accurate inventory of contracts.	Non-Monetary	Fall 2013	Open

**EXHIBIT A. SUMMARY OF POTENTIAL BENEFITS  
 RESULTING FROM AUDIT**

<b>Recommendations</b>	<b>Description of Benefit</b>	<b>Amount and Type of Benefit</b>	<b>Agency Reported Estimated Completion Date</b>	<b>Status<sup>24</sup></b>
9	<b>Internal Control and Economy and Efficiency.</b> Ensures that OC officials finalize and implement standard operating procedures and identify key controls over OC procurement operations.	Non-Monetary	TBD	Open

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## EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE

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**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE CHIEF FINANCIAL OFFICER**



Office of Management and Administration  
Office of Contracts

May 7, 2013

Charles Willoughby  
Office of the Inspector General  
717 14<sup>th</sup> Street, N.W.  
Washington, D.C. 20005

Re: OIG Project No. 08-1-26AT – Audit of Contracting and Procurement Operations at the  
Office of the Chief Financial Officer

Dear Mr. Willoughby:

Thank you for the opportunity to respond to the Office of the Inspector General's (OIG) Audit of Contracting and Procurement Operations at the Office of the Chief Financial Officer (OIG Project No. 08-1-26AT). My office has reviewed your recommendations and offers the following management response below:

**Recommendation #1:** We recommend that the Chief Financial Officer, Office of the Chief Financial Officer (OCFO) follow established procedures in accordance with 27 DCMR § 1642 when required to determine cost reasonableness.

**OCFO Response:**

Management concurs with this recommendation with the following clarification. As outlined in the OIG report, the requirements for cost and price analysis have been revised. It is the position of the OCFO Office of Contracts, that we do follow established procedures in accordance with 27 DCMR § 1642 for cost reasonableness. Price reasonableness is a function which takes expertise in a broad range of commodities and services as well as the analytical expertise developed through training and over time. The Office of Contracts accomplishes the requirements of 27 DCMR § 1642 and Section 419 of the PPRA, when applicable, through analysis which consists of (1) reviewing competition in the market place, (2) review of historical data, (3) reliance on the OCFO program office's Subject Matter Experts (SME) and their familiarity with the market place and the costs associated with the specific commodity or service, (4) comparing vendor pricing with GSA and DCSS contracts, when appropriate, (5) utilizing Best and Final Offers (BAFO's), and (6) aggressive pricing negotiations with prospective vendors during the bidding process to ensure the OCFO is getting the best value.

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## EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE

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Pursuant to FPRA § 419, the Office of Contracts may request factual information reasonably available to the contractor or prospective contractor to substantiate that the price or cost offered, or some portion of it, is reasonable. The Office of Contracts conducts periodic internal training sessions on the proper analysis of price and cost. In addition, individual mentoring and professional development, based on the experience level of each Contract Specialist and Purchasing Agent, is conducted in conjunction with specific procurement actions assigned to that staff member.

**Recommendation #2:** We recommend that the OCFO follow established procedures in accordance with 27 DCMR § 1641.1 to enter into price negotiations with the offeror with the intent of agreeing on a fair and reasonable price.

**OCFO Response:**

Management concurs with this recommendation. See response to Recommendation #1 above.

**Recommendation #3:** We recommend that the OCFO follow established procedures in accordance with 27 DCMR § 1700.2 for sole source determinations to ensure that the proposed sole source contractor is the only source capable of providing the required supplies, services, or construction.

**OCFO Response:**

Management concurs with this recommendation. It is the position of the OCFO Office of Contracts, that we do follow established procedures in accordance with 27 DCMR § 1700.2 for sole source determinations. The Office of Management and Administration (OMA)/Office of Contracts Policy: 12-01: Sole Source Process/Contract Extensions Beyond the Term was signed April 3, 2013. (See attached). The policy establishes a common understanding and execution of sole source procurements and contract extensions. The policy mirrors the requirements in 27 DCMR 1700.

**Recommendation #4:** We recommend that the OCFO follow established procedures covering contract modifications to ensure that contracts contain an adequate scope of work with clearly defined deliverables.

**OCFO Response:**

Management concurs with this recommendation. It is the position of the Office of Contracts, that we do follow established procedures covering contract modifications. The Office of Contracts shall continue to follow 27 DCMR, Chapter 36 to ensure compliance of the statutory requirements for modifications. In addition, the Office of Contracts conducts internal training regarding scope of work requirements between the Office of Contracts and program offices as allowable based on staffing conditions.

**Recommendation #5:** We recommend that the OCFO ensure compliance with the requirement established in 27 DCMR § 1204.1 for maintaining documents.

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## EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE

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**OCFO Response:**

Management concurs with this recommendation with the following clarification. It is the position of the OCFO Office of Contracts, that we do ensure compliance with document maintenance requirements in accordance with the provisions of 27 DCMR § 1204.1. Each contracting officer and contract specialist is required to post the applicable documents required by the contract file section guide. (See attached). The guide specifies those documents required by OC policy and practice. Also, each Contracting Officer and Contract Specialist is required to use the legal checklist (see attached) which provides the legal requirements and references for new contract actions. Use of both documents is intended to ensure complete documented contract files.

**Recommendation #6:** We recommend that the OCFO ensure that D&Fs are written to adequately justify the procurement vehicle used.

**OCFO Response:**

Management concurs with this recommendation with the following clarification. It is the position of the OCFO Office of Contracts, that we do ensure that D&Fs are written to adequately justify the procurement vehicle used. As part of the Office of Contracts internal training and professional development, Contracting Officers mentor and train Contract Specialists in the proper execution of required D&Fs. Individual mentoring and professional development is based on the experience level of each Contract Specialist and Purchasing Agent and is conducted in conjunction with specific procurement actions assigned to that staff member.

**Recommendation #7:** We recommend that the OCFO review and determine the extent of improper billing for the office supply contract and recoup any amount due to the District.

**OCFO Response:**

Management concurs with this recommendation. This action item is completed. The OCFO/COTR, with the assistance of the vendor and the OMA Logistics Office, did a review of the ordering and billing pursuant to the office supply contract and determined the amount due the District; the vendor then issued the proper credit to the OCFO.

**Recommendation #8:** We recommend that the OCFO establish and implement an automated system to properly maintain an accurate inventory of contract files.

**OCFO Response:**

Management concurs with this recommendation. It is the position of the OCFO Office of Contracts, that we do maintain an accurate inventory of contract files; however, we are working on updating our process. The Office of Contracts is working with the OCFO/OCIO to establish the Kwiktag inventory control program as the Office of Contracts electronic contract filing system. Training for the OC document control specialist will be provided by the OCIO. The OCFO/OCIO has also determined that previous documents entered into the outdated FileNet

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## EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE

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system will be migrated into the Kwiktag program. The new system will provide a much needed electronic tracking and storage system for OCFO contracts. Estimated completion date is Fall 2013. The OC is also reviewing options for the purchase of a more robust automated inventory management system.

In the meantime, the inventory of contracts is captured in an excel spreadsheet maintained by the Document Control Specialist within the office, under the supervision of a Contracting Officer. The Office of Contracts has initiated corrective actions to improve the quality of the report, including:

- systematic review of the report each quarter to ensure accuracy and completeness;
- changing the contract numbering system in 2010 to accurately reflect sequential numbering tied to each fiscal year; and
- segregating among three individuals the tasks of issuing, maintaining, and reviewing contracts awarded.

This system provides a reasonable assurance that the goal of a complete and accurate inventory of contracts will be consistently achieved.

**Recommendation #9:** We recommend that the OCFO finalize and implement standard operating procedures and identify key controls over OC procurement operations.

**OCFO Response:**

Management concurs with this recommendation. It is the position of the OCFO Office of Contracts, that we have implemented standard operating procedures and have key controls over OC procurement operations. The Office of Contracts is working with the OCFO Office of General Counsel (OGC) to review and update specific OCFO/OC standard operating procedures (SOP). The review and update of the OC SOP will be conducted in conjunction with the revision of the PPRA and DCMR which has been undertaken by the District's Office of Contracts and Procurement (OCP).

In summary, as we have shared with your staff, we believe we provided documentation to show that the OCFO Office of Contracts grants fair and objective awards, properly documents contract files, conducts price reasonableness and has an adequate process for contract monitoring. Although the Office of Contracts has met the required standards in all four areas, we concur with the recommendations made in order to identify existing processes that need improvement and create new processes that will improve operations in the future. Most issues were immediately acted upon as noted in the report and all other recommended improvements are in process.

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**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

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If you have further questions or concerns, please feel free to contact me.

With regards,

  
*for* Joseph A. Giddis  
Director, Office of Contracts



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**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

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**ATTACHMENTS**

<b>File No.</b>	<b>Description</b>
<b>1</b>	<b>OMA/Office of Contracts Policy: 12-01: Sole Source Process/Contract Extensions Beyond the Term</b>
<b>2</b>	<b>Contract File Section Guide</b>
<b>3</b>	<b>Legal Checklist</b>

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## EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE

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**OMA/OC Policy Expiration Date: Until Rescinded**

**Office of the Chief Financial Officer  
Office of Management and Administration  
Office of Contracts  
PROCUREMENT POLICY**

**OMA/OC POLICY NUMBER: 12-01**

**SUBJECT: SOLE SOURCE PROCESS/CONTRACT EXTENSIONS BEYOND THE TERM**

**ORIGINATING OFFICE: OFFICE OF CONTRACTS**

1. **PURPOSE.** The purpose of this policy is to establish procedures for Sole Source procurements and extending the term of a contract beyond the total term specified in the contract.
2. **AUTHORITY.** This policy is being promulgated pursuant to Section 2005.6(b) and Chapter 17 of the District of Columbia Municipal Regulation (DCMR), Title 27 and Section 404 of the District of Columbia Procurement Practices Reform Act of 2010, effective April 8, 2011.
3. **APPLICABILITY.** This policy shall apply to the Office of the Chief Financial Officer (OCFO) and all District government agencies that are under the procurement authority of the Chief Financial Officer.
4. **DEFINITIONS.**
  - 4.1 **Agency Director.** The Agency Director includes the principal officer, director or commissioner of an office, department, board, commission or other entity within the OCFO who is authorized to act on behalf of the program agency.
  - 4.2 **Chief Procurement Officer.** The Chief Procurement Officer (CPO) refers to the Director of the Office of Contracts, Office of Management and Administration (OMA), Office of the Chief Financial Officer (OCFO).
  - 4.3 **Contracting Officer.** A Contracting Officer (CO) is the employee authorized in writing by the Chief Financial Officer to engage in procurement actions to commit the District to procure goods or services.
  - 4.4 **Term.** The aggregate base period and option periods in a contract for services or goods.
5. **GENERAL RULE.** The total term of a contract shall not be exceeded, unless, prior to the expiration of the term, the Chief Procurement Officer determines in writing that it is in the best interest of the District to extend the term beyond the total term specified in the contract and the Contracting Officer provides justification for using a sole source modification in accordance with Chapter 17 of the DCMR, Title 27.

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## EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE

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### 6. CONTRACT EXTENSION PROCESS.

6.1 The program agency shall initiate the contract modification/extension request by submitting to the Office of Contracts a completed Procurement Action Submission Form and evidence of certified funds, if funding is required.

6.2 The Office of Contracts shall post on the Internet:

- a) A notice of intent to enter into a sole source contract (Appendix A, Sample Notice of Intent to Award Sole Source Contracts ), and
- b) A draft determination and findings (D&F) justifying the sole source extension of contract (Appendix B, Sample Determination and Findings for Sole Source Extension of Contract).

6.3 Prior to the CPO approval of the finalized D&F:

- a) The notice and the draft D&F must be posted for at least 10 calendar days.
- b) The Agency Director must sign the final D&F, and
- c) The CO must sign the final D&F.

6.4 Once the CPO has approved the final D&F, the CO shall determine if Council approval is required to execute the contract modification.

- a) If Council approval is required, the CO shall prepare Council approval action of the contract modification.
- b) If Council approval is not required, the authorized CO may execute the contract modification to extend the contract.

6.5 The contract modification shall be made available online within seven days of execution.

### 7. APPENDICES.

7.1 Appendix A: Sample Notice of Intent to Award Sole Source Contracts

7.2 Appendix B: Sample Determination and Findings for Sole Source Extension of Contract

8. EFFECTIVE DATE. This policy shall become effective upon the signature of the CPO.

9. EXPIRATION DATE. This policy shall remain in effect until rescinded.

  
\_\_\_\_\_  
Joseph A. Giddis  
Director, Office of Contracts  
Office of Management and Administration  
Office of the Chief Financial Officer

040313  
Date

**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**Appendix A, Sample Notice of Intent to Award Sole Source Contracts**

**Intent to Award Sole Source Contracts**

<b>Title</b>	<b>Intent to Award Sole Source Contract Extension-Determination and Findings</b>
<b>Notice Date</b>	<b>August 14, 2012</b>
<b>Response Due Date</b>	<b>August 24, 2012</b>
<b>Contract Number</b>	<b>CPOPD-07-C-026A</b>
<b>Contract Description</b>	<p><b>Financial Advisory Services</b></p> <p><b>Description: The Government of the District of Columbia (District), Office of the Chief Financial Officers, Office of Finance and Treasury has an immediate need for continuing financial advisory services relative to the District's debt obligations, economic development financings, real property, and financing programs.</b></p>
<b>Vendor Name</b>	<b>Government Finance Group</b>
<b>Procuring Agency</b>	<b>Office of the Chief Financial Officer, Office of Contracts</b>
<b>Point of Contact</b>	<p><b>Peter Lloyd, Contract Specialist</b>  <b><a href="mailto:peter.lloyd@dc.gov">peter.lloyd@dc.gov</a></b>  <b>202-442-6431</b></p>

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## EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE

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**Appendix B, Sample Determination and Findings for Sole Source Procurement and Sole Source Extension of Contract**

**Government of the District of Columbia  
Office of the Chief Financial Officer  
Determination and Findings  
for a  
SOLE SOURCE EXTENSION OF CONTRACT**

**CONTRACT NUMBER:** CFOPD-05-C-904  
**CONTRACTOR:** Scientific Games International, Inc.  
**CAPTION:** Instant Tickets Products  
**PROGRAM AGENCY:** District of Columbia Lottery & Charitable Games Control Board  
**CONTRACTING AGENCY:** Office of Contracts

**1. AUTHORIZATION**

D.C. Official Code §2-354.04; 27 DCMR 1304, 1700, 1701 and 2005.6(b)

**2. MINIMUM NEED**

The Government of the District of Columbia (District) Lottery & Charitable Games Control Board (DCLB) has an immediate need for continuing a fully integrated, end-to-end solution for the creation, production, distribution and marketing support for instant ticket products.

**3. ESTIMATED REASONABLE PRICE**

The estimated fair and reasonable price budgeted for the contract extension is \$300,000 from August 17, 2012 through December 31, 2012. The estimated price is based on projected expenditures for the period of performance and the contractor's price schedule.

**4. FACTS WHICH JUSTIFY SOLE SOURCE PROCUREMENT**

Scientific Games International, Inc. (SGI) was awarded Contract No. CFOPD-05-C-904 to provide the personnel, materials, equipment, and facilities to design and produce quality tickets and related services for gaming activities operated by DCLB. The contract term ends August 16, 2012.



**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**SECTION I – CONTRACT AND/OR CONTRACT MODIFICATION**

<b>SECTION</b>	<b>TAB</b>	<b>Check (X) or NA</b>
Summary Sheet	A	
Original Signed Contracts and/or award document	B	
Funding Documents	C	
Notification to Successful offeror	D	
Authorization to Work Form (section k.14 of representation & certification)	E	
All original signed contract modifications/funding documents	F	
Documentation of Contract distribution (i.e. COTR)	G	
Task Orders issued under contract if applicable (BOAs, ID/IQ contracts)	H	
DC Supply Schedule Contract Copy (if applicable)	I	
GSA Supply Schedule Contract Copy (if applicable)	J	

**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**SECTION II – CONTRACT APPROVAL DOCUMENTS**

SECTION	TAB	Check (X) or N/A
New Award Checklist	A	
Council Approval (if applicable)	B	
Legal Sufficiency Review (if applicable)	C	
Case Study	D	
Contractor's Responsibility Determination & Findings (D&F)	E	
Contractor's Price Reasonable D&F	F	
Tax Compliance Verifications – DOES & OTR	G	
List of Excluded Parties (Debarment – DC & Fed)	H	
Other D&F's – (if applicable)	I	
<input type="checkbox"/> D&F – Sole Source		
<input type="checkbox"/> D&F – Contract Exceed 5 Years		
<input type="checkbox"/> D&F – Cost Reimbursement		
<input type="checkbox"/> D&F – Letter Contract		
<input type="checkbox"/> D&F – Not posting Solicitation for 30 days		
<input type="checkbox"/> D&F – Labor Hours		
<input type="checkbox"/> D&F – Not using Sealed Bid		
<input type="checkbox"/> D&F – Multiyear Contract		
<input type="checkbox"/> D&F – Expert & Consulting Services		
<input type="checkbox"/> D&F – Cost Reimbursement Contract		
<input type="checkbox"/> D&F – Competitive Range (File in Section 3)		
<input type="checkbox"/> D&F – Non-Responsive (File in Section 3)		
<input type="checkbox"/> D&F – Not Accepting Late Bid/Proposal (File in Section 3)		



**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**SECTION III – PRE-AWARD DOCUMENTS**

<b>SECTION</b>	<b>TAB</b>	<b>Check (X) or NA</b>
<b>Copy of each offer or proposal/quotation/bid (If filed separately, cross-reference)</b>	<b>A</b>	
<b>Record of determination concerning late offers or quotations</b>	<b>B</b>	
<b>Source selection documentation or technical &amp; cost evaluation</b>	<b>C</b>	
<b>a. Evaluation factors</b>		
<b>b. Change in government requirements</b>		
<b>c. Mistakes</b>		
<b>d. Proposal evaluation</b>		
<b>1. Cost</b>		
<b>2. Past performance</b>		
<b>3. Technical</b>		
<b>4. Rejection</b>		
<b>e. Instructions to Source Selection Evaluation Board (SSEB)</b>		
<b>f. Source selection team certificates if non-disclosure/procurement integrity</b>		
<b>g. SSEB recommendation memo including rating sheets</b>		
<b>h. Competitive Range Determinations &amp; supporting docs/notice</b>		
<b>i. Non-Responsive Determinations &amp; supporting docs/notice</b>		
<b>j. Discussions</b>		
<b>k. Best and Final Offer</b>		
<b>l. Formal Source selection/Recommendation</b>		

**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**SECTION IV - PRE-SOLICITATION DOCUMENTS**

<b>SECTION</b>	<b>TAB</b>	<b>Check (X) or NA</b>
<b>Procurement Action Submission Form (PASF) WITH Certification of availability of funds on document</b> <ul style="list-style-type: none"><li>a. Government estimate of contract price (IGE)</li><li>b. SOW/specification</li><li>c. Recommended sources</li><li>d. Technical evaluation package (if applicable)</li><li>e. Other</li></ul>	<b>A</b>	
<b>Acquisition planning information for this Procurement (POAM)</b>	<b>B</b>	
<b>Justification for other than full and open competition</b>	<b>C</b>	
<b>Market Research</b>	<b>D</b>	

**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**SECTION V – CONTRACT ADMINISTRATION & CLOSEOUT**

SECTION	TAB	Check (X) or NA
COTR designation/notification	A	
Letters to Unsuccessful Offerors/Bidders	B	
Insurance policies or certificates of insurance	C	
Assignment of Claims/Novation Agreements	D	
Post award Protest Correspondence	E	
Quality Assurance/Property Administration Records	F	
Cure Notices/Show Cause Notice	G	
Other contract administration documents	H	
Miscellaneous Correspondence	I	
Documents Requesting & authorizing modifications	J	
Documents supporting contract modifications	K	
<b>Select and mark the items as appropriate. Each yes response requires document under TAB.</b>		
Government furnished property clearance report is received		
Subcontracts are settled by the prime contractor		
Contract final invoice has been submitted		
De-obligation of excess funds is recommended		
Evidence that final payment has been made (voucher number and date) (FinOps)		
Statement from contractor that no further amounts are owed from the government and that all services have been rendered		
Statement that all contract administration actions have been fully and satisfactorily accomplished (i.e. All required work under the contract has been fully and successfully completed.)		
Final contractor performance evaluation form is completed by end-user/COTR		
Provide Contract files to Document Control Specialist for retention		



**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

OGC Contract Review Checklist	
Contract Summary	
Contract No.(s)	Contracting Officer:
Offeror(s):	Contract Specialist:
Contract Amount:	Date Received:
Program Agency:	Date Completed:
Contract Purpose:	
<b>Type of Procurement</b>	
<input type="checkbox"/> Competitive Sealed Bids (PPRA §402; 27 DCMR § 1800)	<input type="checkbox"/> GSA Schedule (PPRA §410; 27 DCMR §2103-2104)
<input type="checkbox"/> Competitive Sealed Proposals (PPRA §403; 27 DCMR §1800)	<input type="checkbox"/> Infrastructure facilities and services (PPRA Title VI)
<input type="checkbox"/> Cooperative Agreement (PPRA §411)	<input type="checkbox"/> Reverse Auction (PPRA §408)
<input type="checkbox"/> D.C. Supply Schedule Contract (PPRA §412; 27 DCMR §2103-2104)	<input type="checkbox"/> Special Pilot Procurement (PPRA §406)
<input type="checkbox"/> Emergency Procurement (PPRA §405; 27 DCMR §1710-1712)	<input type="checkbox"/> Sole Source (PPRA §404; 27 DCMR §1701-1705)
<b>Contract Action</b>	
<input type="checkbox"/> Initial Award	<input type="checkbox"/> Extension
<input type="checkbox"/> Option Exercise (27 DCMR §2005-2008)	<input type="checkbox"/> Modification (27 DCMR §3900-3989)
<b>Type of Contract</b>	
<input type="checkbox"/> Cost-Plus-Award-Fee (27 DCMR §2408)	<input type="checkbox"/> Incentive (27 DCMR §2408-2407)
<input type="checkbox"/> Cost Reimbursement (27 DCMR §2405)	<input type="checkbox"/> Indefinite-Quantity Contract (27 DCMR §2416.8)
<input type="checkbox"/> Definite Quantity (27 DCMR §2418)	<input type="checkbox"/> Labor Hours (27 DCMR §2421)
<input type="checkbox"/> Firm Fixed Price (27 DCMR §2401)	<input type="checkbox"/> Letter Contract (27 DCMR §2425)
<input type="checkbox"/> Fixed Price (27 DCMR §2401-2404)	<input type="checkbox"/> Multiyear (PPRA §504; 27 DCMR §2002)
<input type="checkbox"/> Fixed Price with Economic Price Adjustment (27 DCMR §2403)	<input type="checkbox"/> Requirements Contract (27 DCMR §2416.3)
<input type="checkbox"/> Fixed Price Incentive (27 DCMR §2408)	<input type="checkbox"/> Time And Materials (27 DCMR §2420)
<input type="checkbox"/> Fixed Price with Prospective Price Redetermination (27 DCMR §2404)	
<b>Determinations and Findings</b>	
<b>Pre-solicitation DAFs</b>	
<input type="checkbox"/> Award/Solicit Debarred Contractor (27 DCMR §2212.1)	<input type="checkbox"/> Request for Qualifications Ranking (PPRA §403(f)(3))
<input type="checkbox"/> Contract Exceeding Five Years (27 DCMR §2005.6)	<input type="checkbox"/> Reverse Internet Auction (PPRA §408(a)(1))
<input type="checkbox"/> DCSS/Non-SBE Award (PPRA §412(c))	<input type="checkbox"/> Shortened Notice Period for Submission of Bids (27 DCMR §1803.1)
<input type="checkbox"/> Emergency Procurement (PPRA §405(a); 27 DCMR §1710-1712)	<input type="checkbox"/> Shortened advertising period (PPRA §402(e), 403(e); 27 DCMR 1302)
<input type="checkbox"/> Non-Use Competitive Sealed Bidding (PPRA §402; 27 DCMR §1700.2)	<input type="checkbox"/> Special Pilot Procurement (PPRA §408(a))
<input type="checkbox"/> Request for Qualifications (PPRA §403(f)(1))	
<b>Solicitation DAFs</b>	
<input type="checkbox"/> Acceptance of late bids (27 DCMR §1823.6(a))	<input type="checkbox"/> Reject all proposals (27 DCMR §1830.1, 1816.6)
<input type="checkbox"/> Bid or performance security (27 DCMR §2700.3, 2702.1)	<input type="checkbox"/> Solicitation Cancellation Before Opening (PPRA §414; 27 DCMR §1818)
<input type="checkbox"/> Correction of mistakes in bids before award (27 DCMR §1838.5)	<input type="checkbox"/> Solicitation Cancellation After Opening (PPRA §414; 27 DCMR §1830)
<b>Pre-Contract Award DAFs</b>	
<input type="checkbox"/> Contractor Responsibility (PPRA §301, 302; 27 DCMR §1840.1 & §2200)	<input type="checkbox"/> Price Reasonableness (PPRA §418; 27 DCMR §1840.1, §1825, §1826, §3307)
<input type="checkbox"/> Cost Reimbursement Contract (PPRA §502(a))	<input type="checkbox"/> Privatization Contract (PPRA §205)
<input type="checkbox"/> Deviation from Cost Principles (27 DCMR §3302.1(f))	<input type="checkbox"/> Time and Materials Contract (27 DCMR §2420.1)
<input type="checkbox"/> Expert and Consulting Services (27 DCMR §1901)	<input type="checkbox"/> Sole Source Contract (PPRA §404; 27 DCMR §1700)
<input type="checkbox"/> GSA/Federal Schedule (27 DCMR §2103.4)	<input type="checkbox"/> Waiver of Conflicts of Interest (27 DCMR §2222.9)
<input type="checkbox"/> IT Consultant (27 DCMR §1902.4(f))	<input type="checkbox"/> Waiver of patent rights (27 DCMR §3107.3)
<input type="checkbox"/> Labor Hours Contract (27 DCMR §2421.2)	
<input type="checkbox"/> Letter Contract (27 DCMR §2425.1)	
<input type="checkbox"/> Multiyear Contract (PPRA §504; 27 DCMR §2000)	
<b>Post-Contract Award DAFs</b>	
<input type="checkbox"/> Clause (27 DCMR §1207)	<input type="checkbox"/> Novation (27 DCMR §1220.3)
<input type="checkbox"/> Correction of mistakes in bids after award (27 DCMR §1837)	<input type="checkbox"/> Option (27 DCMR §1208.4, 2008)
<input type="checkbox"/> Continue Contract w Debarred Contractor (27 DCMR §2212.6)	<input type="checkbox"/> Unpriced modification (27 DCMR §3000.3)
<input type="checkbox"/> Non-compliance with the PPA (27 DCMR §1005.3)	

Updated 6/20/11

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## EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE

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**OGC Contract Review Checklist**

<b>Contract Summary</b>			
<b>Contract No.(s)</b>		<b>Contracting Officer:</b>	
<b>Offeror(s):</b>		<b>Contract Specialist:</b>	
<b>Contract Amount:</b>		<b>Date Received:</b>	
<b>Program Agency:</b>		<b>Date Completed:</b>	
<b>Contract Purpose:</b>			

**OGC Review Comments:**

[Empty box for OGC Review Comments]

**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OGC Contract Review Checklist**

	Yes	No	N/A	Notes:
<b>Transmittal Letters and Legislation</b>				
Is there a transmittal letter from the Office of Contracts to the CFO?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a transmittal letter from the CFO to the Council Chairman?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the transmittal letter to the Council Chairman include the contract title/vendor and the dollar amount?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If the contract is an emergency, retroactive or multiyear, does the council packet include the required legislation? (an emergency act and the corresponding declaration resolution)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If the contract is an emergency, retroactive or multiyear is there a disc with an electronic copy of the legislation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If the contract is an emergency, retroactive or multiyear has a mover been requested from the OGC legislative group?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Council Summary for Multiyear Contracts and Contracts Over \$1m PPRA §202(c)</b>				
Does the Council summary include the name of the proposed contractor? PPRA §202(c)(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include the contract amount? PPRA §202(c)(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include the unit or method of compensation? PPRA §202(c)(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include the contract term? PPRA §202(c)(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include the type of contract? PPRA §202(c)(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary describe the goods or services to be provided? PPRA §202(c)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include a description of methods of delivering goods or services? PPRA §202(c)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include a description of any significant program changes reflected in the proposed contract? PPRA §202(c)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary describe the selection process, including: PPRA §202(c)(3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) The number of offerors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) The evaluation criteria	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) The evaluation results, including price and technical components	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include the background and qualifications of the proposed contractor, including: PPRA §202(c)(4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) its organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) financial stability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) prior performance on contracts with the District government	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include the performance standards and expected outcomes of the proposed contract? PPRA §202(c)(5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include a funding certification, including: PPRA §202(c)(6), 706; 27 DCMR §3240.2, §3240.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) a certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) a certification that the proposed contract is consistent with the financial plan and budget adopted in accordance with D.C. Code §47-382.01 and §47-382.02?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) a certification from the Agency CFO covering only the first fiscal year of the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include a certification that the proposed contract is legally sufficient? PPRA §202(c)(7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the certification of legal sufficiency include whether the proposed contractor has any currently pending legal claims against the District? PPRA §202(c)(7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include a certification that the proposed contractor is current with its District and federal taxes or has worked out and is current with a payment schedule approved by the District or federal government? PPRA §202(c)(8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) Is there a certification of tax compliance from DOES? PPRA §202(c)(8); 27 DCMR §2204.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) Is there a certification of tax compliance from OTR? PPRA §202(c)(8); 27 DCMR §2204.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OIG Contract Review Checklist**

	Yes	No	N/A	Notes:
Does the Council summary include the status of the proposed contractor as a certified local, small, disadvantaged business or enterprise? <i>PPRA §202(c)(3)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) Is the contractor an LQDBE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) If the contractor is not an LQDBE, is there a waiver of the subcontracting requirements from the DBLBD? <i>D.C. Code §2-218.61</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include a statement indicating whether the proposed contractor is currently debarred from providing services to the District or Federal government, the dates of debarment, and the reasons for debarment? <i>PPRA §202(a)(11)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Council summary include information about where the contract, if executed, can be found online? <i>PPRA §202(c)(11)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F (15) Contract Responsibility / <i>PPRA §419; 27 DCMR §1640.1, §1625, §1626, §3307</i></b>				
Does the D&F state the pricing technique from 27 DCMR §1625.2 used to determine reasonableness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F make the determination that the proposed price is fair and reasonable? <i>27 DCMR §1640.1, §1625.1</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F determine that the cost of this contract is of a type generally recognized as ordinary and necessary for the conduct of the contractor or the performance of the contract? <i>27 DCMR §3307(a)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F determine that the contract includes the restraints or requirements imposed by generally accepted sound business practices, arms length bargaining, federal and District laws and regulations, and contract terms and specifications? <i>27 DCMR §3307(b)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F determine that the action is an action that a prudent business person would take, considering responsibilities to the owner of the business, employees, customers, the District, and the public at large? <i>27 DCMR §3307(c)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F determine that there are no significant deviations from the established practices of the contractor that may unjustifiably increase the contract costs? <i>27 DCMR §3307(d)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F (15) Contractor Responsibility / <i>PPRA §301(302); 27 DCMR §1540.1 &amp; §2200</i></b>				
Does the D&F state that the prospective contractor has the financial resources adequate to perform the contract or the ability to obtain them? <i>PPRA §301(1); 27 DCMR §2200.4(e)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state that the prospective contractor has the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial government business commitments? <i>PPRA §301(2); 27 DCMR §2200.4(b)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state that the prospective contractor has a satisfactory performance record? <i>PPRA §301(3); 27 DCMR §2200.4(c)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state that the prospective contractor has a satisfactory record of integrity and business ethics? <i>PPRA §301(4); 27 DCMR §2200.4(d)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state that the prospective contractor has a satisfactory record of compliance with the law, including licensing and tax laws, labor laws, civil rights laws and First Source Employment Act? <i>PPRA §301(5); 27 DCMR §2200.4(f)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state that the prospective contractor has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them? <i>PPRA §301(6); 27 DCMR §2200.4(e)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state that the prospective contractor has the necessary production, construction, and technical equipment and facilities or the ability to obtain them? <i>PPRA §301(7); 27 DCMR §2200.4(g)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state that the prospective contractor has not exhibited a pattern of overcharging the District? <i>PPRA §301(8)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state that the prospective contractor does not have an outstanding debt with the District or federal government in delinquent status? <i>PPRA §301(9)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state that the prospective contractor is otherwise qualified and is eligible to receive an award under applicable laws and rules? <i>PPRA §301(10)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Standard Clauses</b>				
Does the solicitation/contract conform to the uniform contract format? <i>27 DCMR §1601.2</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation include the "Doing Business with Integrity" insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract include a price ceiling/ fixed fee/not to exceed amount? <i>D.C. Code §47-365.02 Anti-deficiency Act</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§8



**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OGC Contract Review Checklist**

	Yes	No	N/A	Notes:
Does the solicitation/contract clearly state the time of delivery or performance? 27 DCMR §2300.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§C
Does the solicitation state the requirements for quality assurance? 27 DCMR §4000.2(e), §4000.2(g), §4006.2, §4010.4, §4020	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§C
Does the contract designate the place or places where the District reserves the right to perform quality assurance? 27 DCMR §4006.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§C
Does the solicitation/contract include inspection guidelines that require the contractor to provide and maintain an inspection system that is acceptable to the District? 27 DCMR §4004.7(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§E.1; L12
Does the solicitation/contract include inspection guidelines that require the contractor to give the District the right to make inspections and tests while work is in progress? 27 DCMR §4004.7(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§ E.1;L12
Does the solicitation/contract include inspection guidelines that require the contractor to keep complete records of its inspection work which are available to the District upon request? 27 DCMR §4004.7(c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§E.1;L12
Is the initial contract term one year? 27 DCMR §2008.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§F
Does the solicitation/contract include a payment clause in accordance with the Quick Payment Act? DC Code §2-221.02(c) & 1 DCMR §1703	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§G.4
Does the solicitation/contract include a clause providing for phase-in training and other actions by the current contractor to effect an orderly transition to the successor? 27 DCMR §1900.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§H
Is the subcontracting clause included in the contract/solicitation? D.C. Code §2-218.41	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§H
Does the solicitation/contract state requirements for consent to subcontract the prime contract, if applicable? 27 DCMR §2601.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§H
Does the contract include a subcontracting plan? D.C. Code §2-218.46	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§J
Does the solicitation/contract state that protests must be filed in accordance with the provisions of PPRA §1004 and the rules of the Contracts Appeals Board? 27 DCMR §3600.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.7
Does the solicitation/contract contain a disputes clause that provides for resolution of disputes in accordance with 27 DCMR §3600-3696? 27 DCMR §3601.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.7
Does the solicitation/contract include a changes clause? 27 DCMR §3603.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.8
Does the changes clause specify the kinds of contract changes that the contracting officer may make within the scope of the contract, by written change order at any time, without notice to the sureties, if any? 27 DCMR §3603.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.8
Does the changes clause include provisions for adjustments in contract price, delivery schedules, or other contract terms which are appropriate to the type of contract? 27 DCMR §3603.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.8
Does the solicitation/contract include a clause that gives notice of the District's right to terminate for default? 27 DCMR §3700.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.9
Does the default give notice of exceptions to the District's termination rights when the delay or failure to perform is excusable? 27 DCMR §3700.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.9
Does the default clause include a statement that the contracting officer may require the contractor to transfer title and deliver to the District completed supplies if the District does not already have title under some other provision of the contract? 27 DCMR §3710.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.9
Does the solicitation/contract include a clause that gives notice of the District's right to terminate for convenience? 27 DCMR §3700.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.10
Does the solicitation/contract contain a provision obligating the contractor not to discriminate in any manner against any employee or applicant for employment that would constitute a violation of D.C. Code § 2-1402.11? 4 DCMR §1103	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.13
Does the solicitation/contract contain a clause obligating the contractor to include a non discrimination clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials? 4 DCMR §1103	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.13
Does the solicitation/contract include a provision requiring the contractor and subcontractor to agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause provided in D.C. Code § 2-1402.51. 4 DCMR §1103	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.13
Does the solicitation/contract incorporate the Service Contract Act and any applicable wage determination in accordance with federal regulations? 27 DCMR §1900.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.14
Does the solicitation/contract include a clause protecting the District's title to materials, work-in-progress, finished goods, and other property? 27 DCMR §3222.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§I.17

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**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OGC Contract Review Checklist**

	Yes	No	N/A	Notes:
<b>§ 3222.3</b>				
Does the contract/solicitation contain a clause requiring the contractor to indemnify the District against infringement of rights in patents, copyrights, or proprietary information? 27 DCMR §3100.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§1.18
Does the solicitation/contract include a clause stating that any expenditures under the contract in excess of the encumbered budget authority is subject to appropriation or additional budget authority? 27 DCMR §3240.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§1.21
Does the solicitation/contract for services incorporate the requirements of the Living Wage Act? D.C. Code §2-220.01	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§1.27
Does the solicitation/contract state that payment for services for the period other than the current fiscal year will be subject to availability of funds? 27 DCMR §1900.5, §3240.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§1.29
Does the solicitation/contract include a property clause, if the District will provide materials? 27 DCMR §4104.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§1.31
Does the solicitation/contract include a clause that the price will be adjusted to exclude any significant price increases occurring because the contractor's cost or price proposal was inaccurate or incomplete? 27 DCMR §1824.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§1.32
Does the contract include a clause informing the bidder, offeror or contractor of the privacy and disclosure requirements under 27 DCMR §4202? 27 DCMR §4202.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§1.34
Does the solicitation/contract include a provision regarding the contractor's responsibility with regard to confidentiality of any information provided by the District?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§1.35
Does the solicitation contain a provision which indicates the rights of contractors to designate confidential or proprietary information in response to the solicitation? 27 DCMR §3111.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§1.18; 1.35
Does the solicitation/contract state the insurance and liability coverage requirements? 27 DCMR §2710 & 2711	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§1.36
Does the solicitation/contract contain a First Source Employment Clause? D.C. Code §2-218	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§1.37
Does the solicitation/contract contain a clause prohibiting contingent fees? PPRA §418; 27 DCMR §1008.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§1.35
<b>Optional Clauses</b>				
<b>Warranty</b>				§H
Does the contract state the warranty requirements? 27 DCMR §4000.2(a), §4020-4030	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the warranty maintain (not limit) the District's rights under an inspection clause in relation to latent defects, fraud, or gross mistakes that amount to fraud? 27 DCMR §4026.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the warranty clause provide that the warranty applies notwithstanding inspection and acceptance, or other clauses or terms of the contract? 27 DCMR §4026.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Bid Performance Bonds</b>				§H
Does the solicitation state whether bid/performance security is required? PPRA §705; 27 DCMR §2700.7 & 2701.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Liquidated Damages (required for construction contracts)</b>				§H
Does the contract include a liquidated damages clause? 27 DCMR §2804.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Contract Type</b> PPRA Tit. V; 27 DCMR §2400				
<b>Cost Plus Award Fee</b> 27 DCMR §2409				
Does the contract provide for a fee consisting of a fixed base amount and an award amount that the contractor may earn during performance? 27 DCMR §2409.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract state a maximum award amount? 27 DCMR §2409.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract state the performance criteria/evaluation factors used to determine the award amount? 27 DCMR §2409.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract provide for an evaluation at stated intervals during performance? 27 DCMR §2409.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Cost Plus Reimbursable</b> PPRA §602; 27 DCMR §2405				
Does the contract include a statement regarding reimbursable costs? PPRA §§602(b); 27 DCMR §1216.1, 1216.2 & 2405.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract contain a price ceiling? 27 DCMR §2405.3(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the termination clause require the contracting officer to provide the contractor with at least ten (10) days notice before issuance of a notice of termination for	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OGC Contract Review Checklist**

	Yes	No	N/A	Notes:
<b>default? 27 DCMR §3715.1</b>				
Does the contract include a provision that authorizes the use of District supply sources and indicates any limitations on the authority of the contractor to use District sources of supply? 27 DCMR §4100.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for Contract/Invitation for Contract</b>				
Is there a D&F determining that:				
PPRA §502(a)				
(a) The contract is likely to be less costly to the District? OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) It is impracticable to obtain supplies or services of the kind or quality required except under such a contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Economic Price Adjustment 27 DCMR §2403</b>				
Does the contract provide for upward and downward revision of the stated price upon the occurrence of certain contingencies that are specifically defined in the contract? 27 DCMR §2403.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Price Performance Incentives 27 DCMR §2408</b>				
Does the contract include a statement regarding reimbursable costs? 27 DCMR §1216.1 & 1216.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract specify a target cost? 27 DCMR §2408.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract specify a target profit? 27 DCMR §2408.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract specify a price ceiling (but not a profit ceiling or floor)? 27 DCMR §2408.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract specify a profit adjustment formula? 27 DCMR §2408.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Price Fixation/Prospective Price Redetermination 27 DCMR §2404</b>				
Does the solicitation include a statement regarding reimbursable costs? 27 DCMR §1216.1 & 1216.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract contain a clause providing for prospective price redetermination? 27 DCMR §2404.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Reward/Penalty 27 DCMR §2406-2407</b>				
Does the contract establish performance test criteria? 27 DCMR §2407.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract specify the application of the reward-penalty structure? 27 DCMR §2407.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Quantity Contract (Term Contract) 27 DCMR §2416.9</b>				
Does the contract state the names of the agency/agencies authorized to issue orders under the contract? 27 DCMR §2417.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract require the District to order and the contractor to furnish at least the stated minimum quantity of supplies and services, not to exceed a stated maximum? 27 DCMR §2416.10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Fixed Fee 27 DCMR §2421</b>				
Does the contract include a ceiling price? 27 DCMR §2420.1 & 2421.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract include direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, profit and materials required at cost? 27 DCMR §2420.4 & 2421.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for Labor Hours Contract</b>				
Is there a D&F stating that no other type of contract is suitable? 27 DCMR §2420.1 & 2421.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Letter Contract 27 DCMR §2425</b>				
Does the contract limit the definitive contract to the funds available at the time the letter contract is executed? 27 DCMR §2425.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract include a price ceiling for the anticipated definitive contract? 27 DCMR §2425.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract include a clause indicating the maximum liability of the District under the contract? 27 DCMR §2425.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the letter contract contain a negotiated schedule for execution of the definitive contract? 27 DCMR §2425.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the funding certification in the amount of the maximum District liability for the term of the letter contract? 27 DCMR §2425.11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the letter contract contain a clause stating that no payments shall be made until the required payment and performance securities have been received? 27 DCMR §2703.11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for Letter Contract</b>				

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**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OGC Contract Review Checklist**

	Yes	No	N/A	Notes:
Is there a D&F stating that no other type of contract is suitable. 27 DCMR §2426.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Multyear Contract/Item Contract: PPRA §504; 27 DCMR §2002</b>				
Does the solicitation for a multiyear contract include the requirements by item or services for the first fiscal year? 27 DCMR §2002.1(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation for a multiyear contract include the multiyear contract requirements for each year? 27 DCMR §2002.1(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation for a multiyear contract include a prominently placed notice describing the multiyear features of the solicitation? 27 DCMR §2002.1(i)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation require a price quote for each fiscal year of the contract? 27 DCMR §2002.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation require a total price quote for all years of the contract? 27 DCMR §2002.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation for a multiyear contract include a requirement that the unit price for each item or service shall be the same for all fiscal years included, except for any economic price adjustment deemed to be in the best interest of the District? 27 DCMR §2002.1(c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation for a multiyear contract include the criteria that will be used to compare the lowest evaluated submission on the first fiscal year's requirements with the lowest evaluated submission on the multiyear requirements? 27 DCMR §2002.1(d)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation for a multiyear contract include the criteria for evaluation factors other than price? 27 DCMR §2002.1(e)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation for a multiyear contract include the relative importance of the evaluation factors? 27 DCMR §2002.1(f)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation for a multiyear contract include a notice that if the District determines before award that only the first fiscal year requirements are needed, the District may evaluate offers and make award solely on the basis of price offered on the first fiscal year requirements? 27 DCMR §2002.1(g)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation/contract for a multiyear contract include a cancellation ceiling? 27 DCMR §2002.1(h), §2004.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation for a multiyear contract include a statement that an award will not be made on less than the first fiscal year requirements? 27 DCMR §2002.1(i)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation for a multiyear contract include a notice of special cancellation provisions? 27 DCMR §2002.1(k)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract state that payment for services for the period other than the current fiscal year will be subject to availability of funds? 27 DCMR §1900.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract indicate that the contract shall be canceled if sufficient budget authority is not available to fund the contract? 27 DCMR §2000.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the cancellation clause provide for contractor reimbursement if the contract is canceled due to unavailability of funds? 27 DCMR §2001.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for Item Contract</b>				
Is there a D&F determining that a multiyear contract will serve the best interest of the District, encourage competition or otherwise promote economies in District procurement? PPRA §504(b)(2); 27 DCMR §2000.6(c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F include a statement that the estimated requirements cover the period of the contract? PPRA §504(b)(1); 27 DCMR §2000.6(e)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F include a statement that the estimated requirements are firm and continuing? PPRA §504(b)(1); 27 DCMR §2000.6(e)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F include a statement that the contract requires special production of definite quantities? 27 DCMR §2000.6(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F include a statement that the contract requires the furnishing of long-term services to meet the District's needs? 27 DCMR §2000.6(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F include a statement that there is a reasonable expectation that the requesting agency will request sufficient budget authority to fund the contract at the level required to avoid contract cancellation? 27 DCMR §2000.6(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F include a statement that any technical risks associated with the item or services are not excessive? 27 DCMR §2000.6(c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the total term (including options) of the multiyear contract limited to 5 years? 27 DCMR §2000.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Special Cancellation Item Contract 27 DCMR §2416.3</b>				
Does the contract/cancellation include a realistic estimate of the total quantity that will be ordered? 27 DCMR §2416.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OGC Contract Review Checklist**

	Yes	No	N/A	Notes:
Does the contract/solicitation state that the estimated quantity is not a representation to the bidder, offeror or contractor that the estimated quantity will actually be required or ordered? 27 DCMR §2416.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract/solicitation state the names of the agency/agencies authorized to issue orders under the contract? 27 DCMR §2417.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract/solicitation include a realistic estimate of the total quantity that will be ordered? 27 DCMR §2416.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NOTE: The contracting officer shall execute the contract without the obligation of funds. Funds shall be obligated by each agency at the time orders are issued under the contract. 27 DCMR §2416.7				
<b>Time And Materials 27 DCMR §2420</b>				
Does the contract include a ceiling price? 27 DCMR §2420.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the contract include direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, profit and materials required at cost? 27 DCMR §2420.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Direct Labor Hours And Materials Contract</b>				
Is there a D&F stating that no other type of contract is suitable? 27 DCMR §2420.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Public Notice Requirements PPRA §402, 403; 27 DCMR §1301.3</b>				
<b>Advertisement of Solicitations for Contracts Between \$100,000-200,000</b>				
Was the solicitation advertised on an internet site provided for the advertisement of solicitations? PPRA §402(e)(2)(A); 27 DCMR §1301.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Advertisement of Solicitations for Contracts Over \$200,000</b>				
Was the solicitation published in a newspaper of general circulation? PPRA §402(e)(2)(B); 27 DCMR §1301.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Was the solicitation advertised in an appropriate trade publication? PPRA §402(e)(2)(B); 27 DCMR §1301.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Was the solicitation advertised on an internet site provided for the advertisement of solicitations? §402(e)(2)(A); 27 DCMR §1301.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Contract Award (over \$100,000)</b>				
Was the contract award published on an internet site provided for the advertisement of solicitations within 7 days of contract award? 27 DCMR §1304	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Competitive Sealed Bids (IFB) PPRA §402; 27 DCMR §1500-1599</b>				
Does the IFB conform to the uniform contract format? 27 DCMR §1501.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the IFB include the basis and criteria for award of the contract (lowest bid price or lowest evaluated price)? PPRA §402(d); 27 DCMR §1500.5(c), §1500.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the IFB set forth the objective measurable criteria for award (if award based upon lowest evaluated bid price)? PPRA §402(d)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the IFB include instructions and information to bidders concerning the bid submission requirements? 27 DCMR §1500.5(e)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the IFB include purchase description, delivery or performance schedule, and any special instructions necessary? 27 DCMR §1500.5(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the IFB conform to the uniform contract format? 27 DCMR §1501.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the IFB state whether the bidder is required to furnish samples or descriptive literature? 27 DCMR §1500.1 and §1507.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the IFB require written acknowledgement by each bidder of the receipt of all amendments, addenda, and changes issued? 27 DCMR §1500.7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Amendments</b>				
Are the amendments to the IFB, if any, identified as such? 27 DCMR §1517.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the amendment require the bidder to acknowledge receipt of all amendments issued? 27 DCMR §1517.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does each amendment reference the portion of the IFB it amends? 27 DCMR §1517.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Advertising Requirements</b>				
Was the solicitation advertised for at least 14 days? PPRA §402(e)(1); 27 DCMR §1302.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for IFB Solicitation Advertising Period</b>				
Is there a D&F stating that it is appropriate to shorten the advertising period to not less than 3 days? PPRA §402(e)(1); 27 DCMR §1302.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OGC Contract Review Checklist**

	Yes	No	N/A	Notes:
<b>Does the D&amp;F consider:</b>				
(a) The complexity of the procurement;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) The type of goods and services being procured;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) The impact of the shortened notice period on competition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Competitive Sealed Proposals (RFP) PPRA §403; 27 DCMR §1600-1699</b>				
Does the RFP conform to the uniform contract format? 27 DCMR §1501.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation state the evaluation factors in descending order of importance? PPRA §403(d)(1); 27 DCMR §1617.2, §1617.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation include the numerical weights which may be used in the evaluation of the proposals? PPRA §403(d)(1); 27 DCMR §1617.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation include price as an evaluation factor? PPRA §403(d)(1); 27 DCMR §1617.5(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the RFP include a statement of work? PPRA §403(d)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Advertising Requirements</b>				
Was the solicitation advertised for at least 21 days? PPRA §403(e); 27 DCMR §1303.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the RFP shortened advertising period:				
Is there a D&F stating that it is appropriate to shorten the advertising period to not less than 14 days? PPRA §403(e); 27 DCMR §1303.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F consider:				
(a) The complexity of the procurement;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) The type of goods and services being procured;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) The impact of the shortened notice period on competition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Request for Quote</b>				
Does the RFQ include a statement of work? PPRA §403(f)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the RFQ include the deadline for submission of information? PPRA §403(f)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the RFQ include how prospective offerors may apply for consideration? PPRA §403(f)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the RFQ require ONLY prospective contractor's qualifications, experience and ability to perform the requirements of the contract? PPRA §403(f)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for RFQ</b>				
Is there a D&F determining that proceeding with an RFQ process would be advantageous to the District? PPRA §403(f)(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F establish a reasonable price range for the procurement? PPRA §403(f)(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for RFQ Ranking</b>				
Does the D&F determine the ranking of the prospective contractor's from the most qualified to the least qualified? PPRA §403(f)(3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Sole Source Procurement PPRA §404; 27 DCMR §1700-1706</b>				
<b>Advertising Requirements</b>				
Was notice of intent to award a sole source contract published on an internet site provided for the advertisement of solicitations for 10 days prior to the award of the contract? PPRA §404(e); 27 DCMR §1304.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Did the notice include:				
(a) The Sole Source D&F;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(e) A description of the item to be procured; and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) The designated contractor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Was the contract award published on an internet site provided for the advertisement of solicitations within 7 days of contract award? PPRA §404(f); 27 DCMR §1305	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for Sole Source Contract</b>				
Is there a D&F justifying the procurement which specifically demonstrates that procurement by competitive sealed bids or competitive sealed proposals is not required by the PPA or 27 DCMR? 27 DCMR §1700.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a determination made by the OCFO Chief Procurement Officer that it is neither feasible or practical to invoke the competitive bidding process? 27 DCMR §1702.5 & §109 of P.L. 109-115	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OGC Contract Review Checklist**

	Yes	No	N/A	Notes:
Is the determination made by the OCFO Chief Procurement Officer? 27 DCMR §1701.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Has the D&F been signed by the using Agency Head? 27 DCMR §1206.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state that there is only one available source? PPRA 404(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If the basis of sole source is the source's ownership of limited rights in data, copyright or patent, does the D&F demonstrate one of the following 27 DCMR §1702.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) The requirements cannot be modified to allow for a competitive procurement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) It is in the best interest of the District to use sole source procurement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) The proposed contractor is the only source	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F include all of the following: 27 DCMR §1705.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) Identification of the agency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) Identification of the document as a sole source D&F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) The nature or description of the proposed procurement action	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) A specific citation to PPRA 404 and 27 DCMR §1701-1705	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(e) An explanation of the unique nature of the procurement or other factors that qualify the requirement for sole source procurement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(f) An explanation of the contractor's unique qualifications or other factors that qualify the proposed contractor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(g) A determination that the anticipated costs to the District will be fair and reasonable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(h) A description of the market survey conducted and the results	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(i) A statement of the reasons why a market survey was not conducted and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Emergency Procurement PPRA 406; 27 DCMR §1710-1712</b>				
<b>Advertising Requirements:</b>				
Was notice of the contract award published on an internet site provided for the advertisement of solicitations within 7 days of contract award? PPRA §406(f); 27 DCMR §1305	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Did the notice include:				
(a) The D&F for Emergency Procurement;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) A description of the item to be procured;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) The designated contractor; and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) A copy of the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for Emergency Procurement:</b>				
Is there a D&F demonstrating that procurement by competitive sealed bids or proposals is not required by the PPA or 27 DCMR? 27 DCMR §1700.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a D&F indicating the justification for the emergency procurement including: 27 DCMR §1711.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) Identification of the agency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) Identification of the document as an emergency procurement D&F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) The nature or description of the proposed procurement action	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) A specific citation to PPRA §406 and 27 DCMR §1710-1712	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(e) A description of the emergency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(f) A description of the requirement, including the estimated value or cost	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(g) A description of the efforts made to ensure that the proposals or offers are received from as many potential sources as possible or a sole source justification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(h) A determination that the anticipated costs will be fair and reasonable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the determination made by the OCFO Chief Procurement Officer? 27 DCMR §1702.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Has the D&F been signed by the using Agency Head? 27 DCMR §1206.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a D&F including justification for sole source procurement in accordance with 27 DCMR §1705, if emergency procurement is made on a sole source basis. 27 DCMR §1712.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Special Pilot Procurement PPRA §406</b>				
<b>Advertising Requirements:</b>				
Was notice of the contract award published on an internet site provided for the	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OGC Contract Review Checklist**

	Yes	No	N/A	Notes:
advertisement of solicitations within 7 days of contract award and approval? <i>PPRA §408(g)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Did the notice of award include the Special Pilot Procurement D&F? <i>PPRA §408(d)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for Special Pilot Procurements</b>				
Is there a D&F determining that an unusual or unique situation exists that makes the application of all requirements of competitive sealed bidding or competitive sealed proposal not in the public interest? <i>PPRA §408(a)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F set for the reasons warranting the special procurement? <i>PPRA §408(c)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state the reasons for selecting a particular contractor? <i>PPRA §408(c)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Auctions PPRA §409</b>				
D&F for Reverse Auction/N/A Option				
Is there a D&F determining that the reverse auction bidding method is the most effective method for the District? <i>PPRA §409(a)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Options 27 DCMR §2005-2008</b>				
<b>Options in Solicitations/Contracts</b>				
Does the solicitation state whether the basis of evaluation will include the option? <i>27 DCMR §2006.1</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation inform bidders that the District may exercise the option at the time of award? <i>27 DCMR §2006.2</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the cost of each option period easily discernible from the contract provisions? <i>27 DCMR §2006.10</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Exercise of an option</b>				
Does the contract modification which notifies the contractor of the exercise of the option cite the option provision as authority for the action? <i>27 DCMR §2006.7</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the option being exercised before the contract term expires? <i>27 DCMR §2006.5</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for exercise of an option</b>				
Is there a D&F determining that the exercise of the option will be in accordance with the terms of the option and the provisions of 27 DCMR §2006.4? <i>27 DCMR §2006.3</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F cite the option provision of the contract as the authority for the action? <i>27 DCMR §2006.7</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state the approximate quantity or period of performance to be awarded initially? <i>27 DCMR §1206.4</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state the extent of the increase in quantity or period of performance to be permitted by the option? <i>27 DCMR §1206.4 &amp; 2006.9</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state the date by which the option must be exercised? <i>27 DCMR §1206.4</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F make the determination that sufficient budget authority is available? <i>27 DCMR §2006.4(a)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F make the determination that the requirement covered by the option fulfills an existing need? <i>27 DCMR §2006.4(b)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F make the determination that the exercise of the option will be the most advantageous method of fulfilling the District's need, when price and other factors are considered? <i>27 DCMR §2006.4(c)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the determination in the D&F based on of the following: <i>27 DCMR §2006.6</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) A new solicitation fails to produce a better price or a more advantageous offer than that offered by the option;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) An informal analysis of price or an examination of the market indicates that the option price is better than prices that would be available in the market or that the option would be the most advantageous offer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) The short time between the award of the contract containing the option and the exercise of the option indicates that the option price is the lowest price obtainable or the most advantageous offer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Modifications 27 DCMR §3600-3699</b>				
Is there a certification of funding if the modification increases the funding level of the contract? <i>27 DCMR §3600.4</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the modification include a clause which conditions payment upon availability of	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OGC Contract Review Checklist**

	Yes	No	N/A	Notes:
<b>funds if there is no certification of funding for the modification? 27 DCMR §3600.5</b>				
<b>Unpriced Modification</b>				
<b>If the unpriced modification requires an equitable adjustment, does the modification include a release statement, in which the contractor releases the District from any liability for further equitable adjustments attributable to the facts or claims giving rise to the contractor's proposal for adjustment unless specific exceptions are expressly set forth in the release statement? 27 DCMR §3604.5(b)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for unpriced modification</b>				
<b>Is there a D&amp;F for the issuance of an unpriced modification? 27 DCMR §3600.3</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Does the D&amp;F state the reasons for the issuance of an unpriced modification? 27 DCMR §3600.3</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Bid &amp; Performance Security (Optional) PPRA §706; 27 DCMR §2700-2709</b>				
<b>Does the solicitation state that bid security is required (if over \$100,000)? 27 DCMR §2700.7 &amp; 2701.5</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Does the solicitation state that the bid security will remain in effect for as long as the bid or proposal is required to remain in effect? 27 DCMR §2701.6</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Does the solicitation provide sufficient information to allow bidders or offerors to determine the amount of the required bid security? 27 DCMR §2701.5</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Does the solicitation state that payment or performance security is required? 27 DCMR §2703.6</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Does the solicitation state the amount of the security expressed as a fixed sum or percentage of the contract price? 27 DCMR §2703.6</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Does the solicitation state the deadline for submitting acceptable security? 27 DCMR §2703.6</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for bid and/or performance security</b>				
<b>Is there a D&amp;F stating that either a payment security or performance security by itself protects the best interest of the District? PPRA §706; 27 DCMR §2700.3</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>If the bid fails to comply with the bid security requirements set forth in the solicitation, is there a D&amp;F stating that the bid or proposal meets the criteria set forth in 27 DCMR §2702.1(a)?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>If the bid fails to comply with the bid security requirements set forth in the solicitation, is there a D&amp;F stating that acceptance of the bid or proposal would be in the best interest of the District? 27 DCMR §2702.1(b)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Additional Determinations and Findings</b>				
<b>D&amp;F for exceptions (if any) to 27 DCMR §1823.6(c)</b>				
<b>Does the D&amp;F state, with supporting facts, why the late bid, late modification, or late withdrawal was or was not considered?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F to award to a debarred contractor (PPRA's Debarred Contractor 27 DCMR §2212)</b>				
<b>Does the D&amp;F state a compelling reason for contracting with a debarred or suspended contractor? 27 DCMR §2212.1</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Is the determination made by the OCFO Chief Procurement Officer? 27 DCMR §2212.1</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Has the D&amp;F been signed by the using Agency Head? 27 DCMR §1206.6</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Does D&amp;F 27 DCMR §1207</b>				
<b>Does the D&amp;F state the expiration of the D&amp;F? 27 DCMR §1207.4</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for a contract exceeding five years 27 DCMR §2005.6</b>				
<b>New Contract/Solicitation</b>				
<b>Was the D&amp;F prepared prior to solicitation? 27 DCMR §2005.6(a)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>(a) Does the D&amp;F determine that it is in the best interest of the District? 27 DCMR §2005.6(a)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>(b) Is the determination made by the OCFO Chief Procurement Officer? 27 DCMR §2005.6(a)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>(c) Has the D&amp;F been signed by the using Agency Head? 27 DCMR §1206.6</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Contract Extension</b>				
<b>Was the D&amp;F prepared prior to the expiration of the contract? 27 DCMR §2005.6(b)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>(a) Does the D&amp;F determine that it is in the best interest of the District to extend the contract term beyond the total term specified in the contract? 27 DCMR §2005.6(b)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>(b) Does the D&amp;F provide justification for using a sole source modification? 27</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OGC Contract Review Checklist**

	Yes	No	N/A	Notes:
<b>DCMR §2006.6(b)</b>				
(c) Is the determination made by the OCFO Chief Procurement Officer? 27 DCMR §2006.6(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) Has the D&F been signed by the using Agency Head? 27 DCMR §1208.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for correction of contract with a Debarred Contractor: 27 DCMR §2212</b>				
Does the D&F state a compelling reason to extend or exercise an option with a contractor who is debarred? 27 DCMR §2212.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the determination made by the OCFO Chief Procurement Officer? 27 DCMR §2212.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Has the D&F been signed by the using Agency Head? 27 DCMR §1208.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for correction of mistakes in bids before award: 27 DCMR §1837.8</b>				
Does the D&F show that relief was granted or denied in accordance with 27 DCMR §1837.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for correction of mistakes in bids after award: 27 DCMR §1837.2</b>				
Does the D&F make a determination to rescind the contract, reform the contract to delete the items involved in the mistake or that no change shall be made? 27 DCMR §1837.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the determination made by the OCFO Chief Procurement Officer? 27 DCMR §1837.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Has the D&F been signed by the using Agency Head? 27 DCMR §1208.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Has the D&F been reviewed by OAG or OGC? 27 DCMR §1837.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for deviation from cost principles: 27 DCMR §3302</b>				
Does the D&F state that the deviation would be in the best interest of the District? 27 DCMR §3302.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Has the OCFO Chief Procurement Officer determined that the costs agreed to under the deviation are reasonable, lawful, allocable, and accounted for in accordance generally accepted accounting principles? 27 DCMR §3302.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Has the D&F been signed by the using Agency Head? 27 DCMR §1208.8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for expert and consulting services: 27 DCMR §1901</b>				
Does the D&F state that expert or consulting services is in the best interest of the District, rather than the use of District employees for one or more of the following reasons: 27 DCMR §1901.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) The use of a contract for services is substantially more economical, feasible or necessary due to the unusual or emergency circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) The services are needed for short periods only	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) The services are needed in connection with a specific project that is to be completed within a specific period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) The services are difficult to obtain due to scarcity of skilled personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(e) The services are difficult to obtain because the services are of a highly specialized nature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F include a statement of need? 27 DCMR §1901.6(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F include the requesting agency's certification that the services do not unnecessarily duplicate any previously performed work or services? 27 DCMR §1901.6(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for O&amp;A Federal schedule procurement: 27 DCMR §2103</b>				
Does the D&F determine that the supplies or services on the federal schedule meet the District's minimum requirements? 27 DCMR §2103.4(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F determine that the federal schedule price is lower than the price that can be obtained with a new contract? 27 DCMR §2103.4(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for IT Consultant: 27 DCMR §1902</b>				
Does the D&F contain a certification by the Chief Technology Officer (or equivalent OCFO Officer) that the contract for IT consultant services is in the best interest of the District? 27 DCMR §1902.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a certification by the Chief Technology Officer (or equivalent OCFO Officer) that the following criteria has been met: 27 DCMR §1902.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) The services are being provided to the Office of the Chief Technology Officer (or equivalent OCFO Officer)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) The IT consultant is unable to be hired as a District employee because the required compensation cannot be accommodated through the DC pay schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**EXHIBIT B. OFFICE OF THE CHIEF FINANCIAL OFFICER RESPONSE**

**OGC Contract Review Checklist**

	Yes	No	N/A	Notes:
(c) The services are deemed critical by the CFO to the IT program of the Office of the Chief Financial Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F include a statement of need? 27 DCMR §1902.6(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F include the requesting agency's certification that the services do not unnecessarily duplicate any previously performed work or services? 27 DCMR §1902.6(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for non-compliance with the PPA: 27 DCMR §1005.3</b>				
Has there been a determination of good faith and substantial compliance by the OCFO Chief Procurement Officer, the Contract Appeals Board, or a court?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a written request for review by the contractor or the contracting officer, which fully describes the contract, the status of performance, the reason why the contract is void, and the grounds for determination under §1005.2?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Has there been a review by the Procurement Review Committee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a written recommendation by the Procurement Review Committee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the determination made by the OCFO Chief Procurement Officer? 27 DCMR §1005.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Has the D&F been signed by the using Agency Head? 27 DCMR §1206.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for Non-Use of Competitive Sealed Bidding</b>				
Is there a D&F explaining the reasons for not using competitive sealed bidding? PPA §402(a), 403(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state that the use of competitive sealed bidding is not practicable, advantageous or not in the best interests of the District? PPA §402(a), 403(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for novation or name change: 27 DCMR §1220.3</b>				
Does the D&F state that it is in the best interest of the District to recognize the proposed successor in interest?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F include a determination that the proposed successor is a responsible contractor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F to reject all proposals: 27 DCMR §1618.6</b>				
Is there a D&F to reject all proposals received in response to a solicitation if determined to be in the best interest of the District. 27 DCMR §1618.6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for waiver of patent rights</b>				
Is there a D&F for waiver of patent rights? 27 DCMR §3107.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state that it is in the best interests of the District to modify, waive, or omit the patent rights set forth in 27 DCMR §3106.2? 27 DCMR §3107.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state a description of the extent to which the District's rights are to be modified, waived, or omitted? 27 DCMR §3107.3(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F state the facts and justifications for the modification, waiver, or omission? 27 DCMR §3107.3(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F explain how the interests of the District will be better served by the modification, waiver, or omission? 27 DCMR §3107.3(c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D&amp;F for waiver of conflicts of interest: 27 DCMR §2222.9</b>				
Does the D&F contain a determination from the agency head that the application of the requirements in 27 DCMR §§ 2220 through 2222 would not be in the best interests of the District? 27 DCMR §2222.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F describe the nature of the conflict? 27 DCMR §2222.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the D&F provide a justification for the waiver? 27 DCMR §2222.9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

