

GOVERNMENT OF THE DISTRICT OF COLUMBIA
CONTRACT APPEALS BOARD



MARC D. LOUD, SR.
CHIEF ADMINISTRATIVE JUDGE

February 17, 2023

The Honorable Brianne K. Nadeau, Chairperson
Council of the District of Columbia
Committee on Public Works and Operations
The John A. Wilson Building
1350 Pennsylvania Avenue, NW., Suite 108
Washington, DC 20004

Dear Chairperson Nadeau:

In response to the emails dated February 13, and February 16, 2023, respectively, from your Legislative Director/Deputy Chief of Staff, David Meni, please find herein the DC Contract Appeals Board's responses to the Committee on Public Works and Operations' FY22/FY23 (to date) performance hearing questions. We are happy to provide supplemental responses to questions as determined by the Committee upon request.

In FY22/FY23 (to date), the Board continued to prioritize prompt case closure.¹ In fact, the start of FY23 marked the 8th consecutive year that the Board has not had a single backlogged case on our docket. Moreover, in closing cases promptly the Board has continued to bring the highest level of expertise and accuracy to the District's contracting communities.²

The Board looks forward to meeting with the Committee on February 28, 2023. Please contact me at (202) 727-6597 if I can be of additional assistance regarding this matter.

Sincerely,

/s/ Marc D. Loud, Sr.

Marc D. Loud, Sr.
Chief Administrative Judge
DC Contract Appeals Board

¹ In FY22, the Board averaged 49 days to close protest cases and approximately 11 months to close appeals cases (i.e., those cases where the parties are generally entitled to a trial prior to disposition). *See* Board Response to Q42. In FY23 to date, the average closure periods are 32 days for protests and approximately 1.5 years for appeals. *Id.*

² In FY22, three Board cases were affirmed in full by the DC Courts and none were reversed. *See* Board Response to Q19, fn. 3. There is no data available yet for FY23.



DC CONTRACT APPEALS BOARD RESPONSES

AGENCY ORGANIZATION

1. Please provide a current organizational chart for the agency, including the number of vacant, frozen, and filled positions in each division or subdivision. Include the names and titles of all senior personnel and note the date that the information was collected on the chart.

Response: Please see Attachment 1. All Board positions are currently filled except one (Receptionist/Program Support Assistant). The Board (through DCHR) posted a vacancy announcement for the Receptionist/Program Support Assistant position on January 9, 2023. On January 26, 2023, DCHR sent the Board a list of 11 qualified applicants for the vacancy, and the Board is currently scheduling five of the candidates for interviews. The Board anticipates that a candidate will be hired during March 2023.

2. Please provide a narrative explanation of any changes made to the organizational chart during the previous year.

Response: No changes have been made to the Board's organizational chart during the previous year.

3. Please provide a current Schedule A for the agency which identifies each position by program and activity, with the salary, fringe benefits, and length of time with the agency. Please note the date that the information was collected. The Schedule A should also indicate if the position is continuing/term/temporary/contract or if it is vacant or frozen. Please indicate if any position must be filled to comply with federal or local law.

Response: Please see Attachment 2. No Board positions must be filled to comply with federal or local law.

4. Please provide a list of vacant positions during FY 22 and FY 23, to date. Please note whether the position is currently filled and length of time current vacancies have been open.

Response: During FY22, the Board had one vacancy, an Attorney Advisor position that became vacant effective August 31, 2022, and was filled effective October 11, 2022. In FY23 to date, the Board has had one vacancy, a Receptionist/Program Support Assistant position that became vacant effective November 18, 2022. Note that approximately two months of vacancy savings were required prior to recruitment for the Receptionist/Program Support Assistant position. As noted in our response to Q1 above, the Board expects the Receptionist/Program Support Assistant position to be filled during March 2023.

5. Please list all employees detailed to or from your agency. For each employee identified, please provide the name of the agency the employee is detailed to or from, the reason for the detail, the date of the detail, and the employee's projected date of return.

Response: There have been no employees detailed to or from the Board during FY22 or in FY23, to date.

6. Please provide each collective bargaining agreement that is currently in effect for agency employees. Please include the bargaining unit and the duration of each agreement. Please note if the agency is currently in bargaining and the anticipated date of completion of each agreement in bargaining.

Response: Not applicable.

7. Please list any task forces, committees, advisory boards, or membership organizations in which the agency participates.

Response: The Board collaborates with the federal Boards of Contract Appeals (i.e., the Armed Services BCA, the Postal Services BCA, the Civilian BCA, etc.) and the Maryland Board of Contract Appeals through the Board of Contract Appeals Bar Association (BCABA). BCABA is the leading regional organization for Judges and litigation attorneys in the government contracts field, and organizes joint training exercises, panel discussions, and case reviews for members. Individual CAB Judges and Attorneys are also associated with the District of Columbia Bar Association (Government Contracts Section), the Bar of the Supreme Court of the United States, the National Forum for Black Public Administrators (DC Chapter) and the National Association of Women Judges American Bar Association (Judiciary and Public Contract Sections). In addition, during FY22 the Board engaged with the DC Office of Administrative Hearings and Office of Zoning, to address common issues related to remote/hybrid hearings and public case search capabilities, respectively.

AGENCY BUDGET AND SPENDING

8. Please provide a table showing your agency's Council-approved budget, revised budget (after reprogrammings, etc.), and actual spending, by program, activity, and funding source for FY 22 and the first quarter of FY 23. Please detail any over- or under-spending and if the agency had any federal funds that lapsed.

Response: Please see the Table below for FY22. The Board will supplement its answer as to the first quarter of FY23 prior to the scheduled hearing.

AF0 - Contract Appeals Board - FY22 Budget by PROGRAM (ALL LOCAL FUNDS)							
Object Category	CSG	Comptroller Source Group Title	Appropriation	Expenditures	Remaining Budget	Percent Remaining	
1090 - PERFORMANCE MANAGEMENT							
0100 LOCAL FUND							
PERSONNEL SERVICES	0011-PERSONNEL SERVICES	REGULAR PAY - CONT FULL TIME	\$0	(\$3,262)	\$3,262	0%	
	0012-PERSONNEL SERVICES	REGULAR PAY - OTHER	\$207,643	\$204,248	\$3,395	2%	
	0013-PERSONNEL SERVICES	ADDITIONAL GROSS PAY	\$6,984	\$6,984	\$0	0%	
	0014-PERSONNEL SERVICES	FRINGE BENEFITS	\$33,921	\$33,374	\$547	2%	
PERSONNEL SERVICES			\$248,548	\$241,344	\$7,204	3%	
1090 - PERFORMANCE MANAGEMENT			\$248,548	\$241,344	\$7,204	3%	
2001 - ADJUDICATION							
0100 LOCAL FUND							
PERSONNEL SERVICES	0011-PERSONNEL SERVICES	REGULAR PAY - CONT FULL TIME	\$929,856	\$936,258	(\$6,402)	(1%)	
	0012-PERSONNEL SERVICES	REGULAR PAY - OTHER	\$401,154	\$402,863	(\$1,709)	(0%)	
	0013-PERSONNEL SERVICES	ADDITIONAL GROSS PAY	\$46,732	\$64,200	(\$17,468)	(37%)	
	0014-PERSONNEL SERVICES	FRINGE BENEFITS	\$234,737	\$207,739	\$26,997	12%	
PERSONNEL SERVICES			\$1,612,478	\$1,611,060	\$1,418	0%	
NON-PERSONNEL SERVICES	0020-NON-PERSONNEL SERVICE	SUPPLIES AND MATERIALS	\$9,800	\$3,981	\$5,819	59%	
	0031-NON-PERSONNEL SERVICE	TELECOMMUNICATIONS	\$0	\$2,444	(\$2,444)	0%	
	0040-NON-PERSONNEL SERVICE	OTHER SERVICES AND CHARGES	\$64,451	\$75,460	(\$11,009)	(17%)	
	0041-NON-PERSONNEL SERVICE	CONTRACTUAL SERVICES - OTHER	\$20,203	\$7,382	\$12,821	63%	
	0070-NON-PERSONNEL SERVICE	EQUIPMENT & EQUIPMENT RENTAL	\$800	\$0	\$800	100%	
NON-PERSONNEL SERVICES			\$95,254	\$89,267	\$5,987	6%	
2001 - ADJUDICATION			\$1,707,732	\$1,700,327	\$7,405	0%	
CONTRACT APPEALS BOARD - TOTAL			\$1,956,280	\$1,941,671	\$14,609	1%	

9. Please provide a list of all budget enhancement requests (including capital improvement needs) for FY 22 or FY 23. For each, include a description of the need and the amount of funding requested.

Response: Not applicable.

10. Please list, in chronological order, each reprogramming that impacted the agency in FY 22 and FY 23, to date, including those that moved funds into the agency, out of the agency, and within the agency. For each reprogramming, list the date, amount, rationale, and reprogramming number.

Response: Not applicable.

11. For FY 22 and FY 23, to date, please identify any special purpose revenue funds maintained by, used by, or available for use by the agency. For each fund identified, provide:

- The revenue source name and code;
- The source of funding;
- A description of the program that generates the funds;
- The amount of funds generated by each source or program;
- Expenditures of funds, including the purpose of each expenditure; and
- The current fund balance.

Response: Not applicable.

12. Please list any statutory mandates that the agency lacks sufficient resources to fully implement, or implementation that is contingent on filling current vacancies.

Response: Not applicable.

AGENCY OPERATIONS

13. Please describe new statutory mandates of the agency as of FY2023 and their current implementation status.

Response: Not applicable.

14. Please list all reporting requirements in the District of Columbia Code or Municipal Regulations that the agency is required to complete in FY 22 and FY 23, to date. For each requirement, please list the date the report was required and the date it was produced. If the agency did not produce the report on the mandated timeline, please explain why.

Response: Please see table below.

Reporting Requirement	Due Date	Compliance (explanation)
EOM FOIA Report	February 1 (annually)	Yes
OCA Performance Accountability Report	January 15 (annually)	Yes
OCA Performance Plan	September 30 (annually)	Yes
DCHSEMA COOP Plan	October 1 (annually)	Yes
DSLBD CBE/SBE Spending Review Reports	Quarterly	Yes
OCP Account Review Team (ART) Reports (PCard)	Monthly (10th)	Yes
OCA Key Performance Measures/Workload Update	October 15 (annually)	Yes
BEGA Public and Confidential Financial Disclosure Reports	May 15 (annually)	Yes

15. Please list and describe any regulations promulgated by the agency in FY 22 or FY 23, to date, and the status of each.

Response: Not applicable.

16. Please explain any significant impacts on your agency of legislation passed at the federal or local level during FY 22 and FY 23, to date.

Response: Not applicable.

17. What are the agency’s top five priorities for FY 23? Please explain how the agency expects to address these priorities in FY 23.

Response: The Board’s top five priorities are listed below. The Board believes that if we focus on these priorities and adapt promptly to changing circumstances, our mission will be continuously fulfilled.

1. Sustain the Board’s 100% Compliance Rate for Closing Protest Cases Within 60 Business Days of Filing.

The Board has always prioritized closing protest cases within 60 business days of filing and is under a statutory mandate to do so. D.C. Official Code § 2-360.08(d). In FY22, the Board closed 88% of protests within the 60-business day timeline (23 of 26 protest cases). The three FY22 protest cases that did not close within the 60-business day timeline, closed within several days to a week after the 60-business day timeline. In FY23 to date, the Board has closed 100% of protests

within the 60-business day timeline. Although several factors may extend case closure timelines (e.g., Motions for Continuance, multi-party protests, general Motions Practice, etc.), the Board will continue to strive for 100% compliance.

2. Sustain the Board’s 100% Compliance Rate for Closing Appeals Cases No Later Than Three Years after the Initial Filing Date.

The Board will continue to prioritize pre-emptive measures and strong case management to close all Appeals cases within three years of the initial filing date. At present, all Board Appeals cases on the docket are less than three-years old. The Board does not have any backlogged cases (appeals or protests) and has not had *any* for eight consecutive years. Case backlogs undermine public confidence in the District’s contract dispute resolution process. Case backlogs also impair access to justice, as they increase the risk that key witnesses and/or documentary evidence may be unavailable at trial.

3. Transparency: Continue Displaying All Board Case Records on the Public Website.

One of the Board’s several strengths and a continuing top priority is transparency. In that regard, the Board has long been recognized regionally as having one of “the most transparent database(s)” of any government agency.³ In this regard, the Board prioritizes the upload to the public website of all case records filed in cases within three business days of filing (except materials filed under protective order). Uploads are accomplished through the Board’s iManage Document Management System, which simplifies the process. The Board also maintains an online trial calendar accessible to the public which posts all upcoming trial and pretrial hearing dates on the CAB website (presently updated through October 2024). There are two broad categories of case records uploaded to the Board’s public website. Each is discussed below.

Upload of Pending Case Files to CAB’s Website. The first category of records uploaded to the Board’s public website are those filed in pending cases. All records filed in pending cases are uploaded to the Board’s website within three days of filing (except materials filed under protective order). Thus, all pleadings, contract documents, change order requests, Board decisions or orders, vendor invoices, contracting officer decisions, etc., filed in pending cases are available for public viewing on the Board’s website (except as noted above). In FY22, parties filed 1,537 pleadings, contract documents, change order requests, etc., with the Board totaling 26,774 pages. (The Board has not tabulated FY23 case records filed yet, and normally collects such data at the end of the fiscal year.) For FY22 and FY23 to date, all filed materials (except materials filed under protective order) were timely uploaded to the public website. The table below includes total documents and pages filed with the Board and uploaded to the public website in pending cases (except as noted) over the past five years (FY18-FY22).

	FY22	FY21	FY20	FY19	FY18
Documents Filed	1,537	1,574	2,043	1,376	1,461
Pages Filed	26,774	36,447	64,595	27,735	26,275

Upload of Legacy Case Files to CAB’s Website. The second category of case records uploaded to the Board website are legacy records in closed cases filed between the Board’s

³ Michael Neibauer, *D.C. Contract Appeals Board Tackles Backlog*, WASHINGTON BUSINESS JOURNAL, Nov. 11, 2011, at BizBeat.

inception in 1953 and 1985. (All Board case records after 1985 have already been digitized and uploaded to the public website.) Approximately 1.2 million pages of Board legacy case records were digitized in two phases in FY20/21 (850,000 pages) and FY22 (339,000 pages). In FY23, the Board (through an OCP contracted vendor) will upload the 1.2 million legacy case pages to the public website. The OCP contract was awarded on December 19, 2022, and the Board expects the upload of all legacy case records to be completed by April 1, 2023.

4. Provide an Efficient and Secure Day to Day Technology Environment for the Board and its Stakeholders and Develop a Board Five-Year IT Strategic Plan.

The Board prioritizes the provision of an efficient and secure technology environment on a day-to-day basis for all key assets including servers, computers, printers, etc., and the Board’s unique adjudicatory and transparency assets including, but not limited to, the Board website, File & ServeXpress, the iManage Document Management System and File Site Server systems, and the For-The-Record (FTR) court recording system. In addition, the Board prioritizes the completion of a Five-Year IT Strategic Plan to provide on-going assessment of CAB technology assets and needs. The Board’s day-to-day technology environment and long-term planning must include transparency and access to justice considerations, and envision collaborative work with OCTO and third-party vendors (as appropriate) to provide security tools/updates on a continuous basis (e.g., Multi-Factor Authentication, Cyber Security Training, Crowdstrike Anti-Malware, etc.).

5. Provide Maximum Possible Efficiency in Services to All CAB Stakeholders During the Continuing Remote and Hybrid-Remote Work Models.

The Board will prioritize maximum efficiency and access of services to all CAB stakeholders during the continuing remote and hybrid-remote work models. This includes maintaining an open CAB office daily during business hours with appropriate staffing for public-facing positions, provisioning remote CAB staff with necessary work tools to perform duties (including Judges in the issuance of Board Opinions and Orders), and continuing to offer litigants digital tools like File & ServeXpress and Webex to initiate, proceed with, and conclude litigation. In addition, the Board will offer hearings in-person (or virtually) as appropriate and upon request of the parties. In this regard, the Board has completed its Virtual Hearings Protocol, which serves as policy and procedural guidance for remote hearings. See Attachment 3. Finally, the Board continues to promote team building and staff *esprit de corps* through scheduled meetings and luncheons.

18. What are the metrics regularly used by the agency to evaluate its operations? Please be specific about which data points are monitored by the agency.

Response: Please see table below.

Contract Appeals Board Key Performance Measures (KPIs)	
1.	Percentage of protests resolved within 60 business days.
2.	Percentage of appeals cases decided within 4 months of the case being ready for decision.
3.	Percentage of new cases using electronic filing system.
4.	Percentage of decisions sustained on appeal.
5.	Percentage of cases closed by the Board in the current fiscal year that are electronically archived to permit web-based retrieval and full-text searching capability.
6.	Percentage of pending appeals cases that are 3 years old or less.
7.	Percentage of cases resolved through settlement. ⁴

⁴Settlement refers to those cases: (1) withdrawn by the protester/appellant; (2) jointly dismissed by the parties; or (3) dismissed after the District takes voluntary corrective action, including cancellation of the solicitation/award.

19. Please provide a copy of the agency’s FY 22 performance plan, if one was prepared. Please explain which performance plan objectives were completed in FY 22. If they were not completed, please provide an explanation.

Response: Please see Attachment 4. Except as noted below, the Board completed all applicable performance plan objectives in FY22. Thus, 100% of the FY22 Board appeals cases were three-years old or less; 100% of the appeals cases closed by the Board in FY22 were decided within four months of being ready for decision; 100% of Board cases closed in FY22 were electronically archived; and 100% of Board decisions on appeal to the DC Courts were sustained on appeal (two decisions sustained by the DC Court of Appeals and one decision sustained by the DC Superior Court).⁵ The Board achieved 92% compliance with its goal of having all cases initiated by parties through electronic filing in FY22 (2 of 26 cases were initiated by regular mail and/or hand-delivery). The two areas where the Board did not achieve its compliance target are as follows. First, the Board closed 88% of protest cases (i.e., 23 of 26) within 60-business days of filing, instead of the 100% target. Nonetheless, the three protest cases not closed within 60 business days, were closed within several days to one-week after the 60-business day timeline. Finally, the Board settled 41% of the cases appearing on our docket in FY22, coming very close to the 50% compliance target.

20. Please identify any performance objectives or measures which have been added, modified or dropped since FY 22.

Response: Beginning with FY23, the Board has increased its KPI target from 90% to 100% for pending Board appeals cases that are 3 years old or less.

21. Please describe any new initiatives or programs that the agency implemented in FY 22 and FY 23, to date, to improve the operations of the agency. Please describe any funding utilized for each initiative or program and the results, or expected results, of each initiative.

Response: The Board did not implement any new initiatives or programs in FY22 or FY23 to date.

22. Please provide the Committee with:

- a. A list of all employees who received or retained cellphones, personal digital assistants, or similar communications devices at agency expense in FY 22 and FY 23, to date;

Response: Please see table below.

CAB Staff Member	Position	Justification
Marc Loud, Sr.	Chief Administrative Judge	Critical Contact
Nicholas Majett	Administrative Judge	Critical Contact
Monica Parchment	Administrative Judge	Critical Contact
Uday Berry (through November 18, 2022)	Program Assistant/Receptionist	Critical Contact
Beulah Daniel	IT Director	Critical Contact

⁵In FY22, three Board cases were affirmed on appeal by the DC Courts. For the same reporting period, the DC Courts did not reverse ANY Board decisions. The three cases are: D.C. v. D.C. Contract Appeals Board, 263 A.3d 480 (2022); Black Creek Integrated Systems Corp v. District Department of Corrections (D.C. Court of Appeals No. 19-AA-757)(issued August 8, 2022); and BSRI LP d/b/a Benefit Recovery v. D.C. Contract Appeals Board, (D.C. Super. Ct. CA No. 2022 CA 000344 P (MPA)(issued August 30, 2022).

CAB Staff Member	Position	Justification
Jason Edwards	Attorney Advisor	Critical Contact
Mia House	Appeals Clerk-ATC	Critical Contact
Mark Poindexter	General Counsel	Critical Contact
Portia Roundtree (through August 31, 2022)	Attorney Advisor	Critical Contact
Joseph Santos (as of December 2021)	IT Specialist	Critical Contact
Alyssa Stavinski (as of October 11, 2022)	Attorney Advisor	Critical Contact
Thane Tuttle	Clerk of Court	Critical Contact

b. A list of all vehicles owned, leased, or otherwise used by the agency and to whom the vehicle is assigned as well as a description of all vehicle accidents involving the agency's vehicles in FY 22 and FY 23, to date;

Response: Not applicable.

c. A list of travel expenses, arranged by employee for FY 22 and FY 23, to date, including justification for travel;

Response: Not applicable.

d. A list of total workers' compensation payments paid in FY 22 and FY 23, to date, including the number of employees who received workers' compensation payments, in what amounts, and for what reasons.

Response: Not applicable.

23. For FY 22 and FY 23, to date, what was the total agency cost for mobile communications and devices, including equipment and service plans?

Response: In FY22, the Board spent a total of \$6,693.50 for mobile communications and devices, including equipment and service plans. In FY23 to date, the Board has spent \$1,736.66 for these services.

24. Please list in descending order the top 25 overtime earners in your agency in FY 22 and FY 23, to date, if applicable. For each state the employee's name, position number, position title, program, activity, salary, fringe, and the aggregate amount of overtime pay earned.

Response: Not applicable.

25. For FY 22 and FY 23, to date, please provide a list of employee bonuses, special pay granted, or separation pay issued, that identifies the employee receiving the bonus, special pay, or separation pay, the amount received, and the reason for the bonus, special pay, or separation pay.

Response: The Board did not issue any employee bonuses or special pay in FY22 or FY23 (to date). The Board did issue separation pay in FY23 (to date) as noted below.

Fiscal Year	Payment Date	CAB Employee Name	Payment Amount	Reason For Payment
FY22	October 4, 2022	Portia Roundtree	\$12,227.15	Accrued Leave Payout Upon Resignation

FY23	December 13, 2022	Uday Berry	\$9,252.91	Accrued Leave Payout Upon Resignation
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26. Please provide a list of any training or continuing education opportunities made available to agency employees. For each training or continuing education program, please provide the subject of the training, the names of the trainers, and the number of agency employees that were trained.

Response: Please see table below for training activities sponsored by the Board over the past several years. Routine, required trainings related to agency operations conducted by District offices or agencies such as OCA, OCTO, HSEMA, DSLBD, OCP, BEGA, etc. are not listed. The Board has subscribed to West LegalEdcenter and PubKLaw Daily Digest for Government Contracts-related continuing legal education. Consistent with its operational needs and budgetary resources, the Board encourages all staff to participate in the relevant continuing education opportunities provided through District government agencies, private/not-for-profit educational institutions, and other providers.

Training	Date(s)	Subject	Training Provider	Number of Agency Staff Participating
Government Contracts In-House Training	September 22, 2016	Topics in Construction Delays & Scheduling	Federal Publication Seminars (Jeremy Becker-Welts, Esq.)	6 (Board Judges and Attorney Advisors)
Excel 2010 (Part 1)	April 24, 2017	Use of MS Excel 2010 (Part 1)	New Horizons Computer Learning Center	1 (Appeals Clerk)
2017 American Constitution Society for Law and Policy (ACS) Annual Convention	June 8-10, 2017	Presentations on recent developments in Constitutional Law	ACS (various moderators and panelists)	1 (Board Judge)
Excel 2010 (Part 2)	July 24, 2017	Use of MS Excel 2010 (Part 2)	New Horizons Computer Learning Center	1 (Appeals/Protest Clerk)
American Bar Association (ABA) 2017 Annual Meeting	August 10-15, 2017	Presentations on recent developments in the law and related practice topics	ABA (various moderators and panelists)	1 (Board Judge)
Boards of Contract Appeals Bar Association (BCABA) Annual Program	October 25, 2017	Presentations on key government contracts decisions and other recent developments in government contracts law and practice	BCABA, Inc. (various moderators and panelists)	7 (Board Judges, Attorney Advisors and General Counsel)
2018 American Constitution Society for Law and Policy (ACS) Annual Convention	June 7-9, 2018	Presentations on recent developments in Constitutional Law	ACS (various moderators and panelists)	1 (Board Judge)
Smart Contracts	July 3, 2018	Smart Contracts: Exploring the Legal Risks and Business Benefits of Blockchain	American Law Institute (ALI) (WebEx)	1 (Board Judge)
Government Contracts In-House Training	September 20, 2018	Topics in Construction Delays & Scheduling (II).	Federal Publication Seminars (Jeremy Becker-Welts, Esq.)	3 (Attorney Advisors)

Training	Date(s)	Subject	Training Provider	Number of Agency Staff Participating
BCABA Annual Program	October 9, 2018	Presentations on key government contracts decisions and other recent developments in government contracts law and practice	BCABA, Inc. (various moderators and panelists)	7 (Board Judges, Attorney Advisors and General Counsel)
ABA Public Contract Law Federal Procurement Institute	March 13-16, 2019	Distinguished panelists from government, industry, private law practice, and academia will convene in Annapolis, Maryland to participate in the Annual Federal Procurement Institute (FPI), the flagship program of the ABA Section of Public Contract Law. The FPI will focus on the significant federal procurement developments over this past year and includes multiple networking opportunities.	ABA Public Contract Law Federal Procurement Institute	1 (Board Judge)
2019 American Constitution Society for Law and Policy (ACS) Annual Convention	June 6-8, 2019	Presentations on recent developments in Constitutional Law	ACS (various moderators and panelists)	1 (Board Judge)
2019 National Bar Association Convention	July 20-26, 2019	The National Bar Association was founded in 1925 and represents the interests of approximately 65,000 lawyers, judges, law professors and law students. The NBA is organized around 23 substantive law sections, 9 divisions, 12 regions and 80 affiliate U.S. and world chapters.	NBA (various moderators and panelists)	1 (Board Judge)
BCABA Annual Program	October 22, 2019	Presentations on key government contracts decisions and other recent developments in government contracts law and practice	BCABA, Inc. (various moderators and panelists)	6 (Board Judges, Attorney Advisors and General Counsel)
DC Bar Legal Ethics Webinar	October 22, 2021	Presentation on Legal Ethics with DC BEGA	DC Bar (various moderators and panelists)	1 (Attorney Advisor)

Training	Date(s)	Subject	Training Provider	Number of Agency Staff Participating
MCLEZ Webinars	October 2021	CLE Presentations -Freedom of Information Act: 2021 Update -Taking Depositions in the New Virtual Era -Security and Confidentiality for Providing Legal Services Remotely -Patent Law Basics -Google LLC v. Oracle America, Inc. -Paperless Office & E-Discovery Techniques -Ethical Issues – Pro Bono Representation	MCLEZ (various moderators and panelists)	1 (Attorney Advisor)
PubKLaw Annual Review 2022	January 24-27, 2022	Presentations on key government contracts decisions and other recent developments in government contracts law and practice	PubKLaw (various moderators and panelists)	1 (Attorney Advisor)
BCABA Annual Judge Panel Webinar Program	March 23, 2022	Presentations on key government contracts decisions and other recent developments in government contracts law and practice	BCABA, Inc. (various moderators and panelists)	1 (Attorney Advisor)
Amazon Web Service Webinar Training	July 18-22, 2022	Presentations on implementing robust data & analytics strategies to improve performance, reduce costs, and garner deeper insights from data.	AWS Public Sector Database and Analytics Modernization Week (various moderators and panelists)	1 (IT Director)
GMU Law & Economics Center Webinar: Civil Justice Review of the Supreme Court's 2021-2022 Term	July 22, 2022	Presentations on important civil justice-related developments that occurred this past term that are so critical to the everyday operation of the courts, to our understanding of the jurisdictional reach of the courts, and to the health of the economy overall.	GMU Law & Economics Center (various moderators and panelists)	2 (Board Judges and General Counsel)
MCLEZ Webinars	October 2022	CLE Presentations: -Sexual Harassment, Attorneys, & Social Media -Free Expression & Social Media	MCLEZ (various moderators and panelists)	1 (Attorney Advisor)

Training	Date(s)	Subject	Training Provider	Number of Agency Staff Participating
		-Demystifying Computers for Attorneys -Ethical Issues When Taking or Defending Depositions -Ethical Issues During the Discovery Process -Update on NLRB Cases, Guidance, and Rulemaking		
PubKLaw Annual Review 2023	January 9–12, 2023	Presentations on key government contracts decisions and other recent developments in government contracts law and practice	PubKLaw (various moderators and panelists)	1 (Attorney Advisor)
Microsoft Licensing Bootcamp (LBC)	January 23-27, 2023	Presentations on licensing Microsoft 365 (and expensive add-ons) including: -Power Apps, including Power BI -Dynamics 365 -SQL Server and SQL in Azure -Office client suites -Windows Server and Azure VMs -Windows Client OS and Virtual Desktops	Microsoft LBC (various moderators and panelists)	1 (IT Director)

27. Please identify all electronic databases maintained by your agency, including the following:

- a. A detailed description of the information tracked within each system;

Response: CAB currently maintains 2 electronic databases.

File & ServeXpress – The File & ServeXpress database serves as CAB’s case management system. It is hosted at the vendor’s cloud data center location. File & ServeXpress permits the digital filing and legal service of all pleadings, Board issuances, contract records, case materials and other submissions filed in Board cases. File & ServeXpress also stores litigant contact information, case history, case assignment and other pertinent case data. Finally, File & ServeXpress is a relational database that permits select management level queries upon request. File & ServeXpress (and/or its predecessors) has been in use by the Board since 2002.

iManage Document Management System – CAB uploads all documents filed at File & ServeXpress into CAB’s second primary database: the iManage Document Management System. The initial upload includes both sealed and unsealed records. All unsealed case records are then uploaded to the CAB public website, which is hosted on a server provided by OCTO. A case search feature developed by iManage allows users to then conduct

searches on the public website. CAB has two licenses for iManage front-end software (iManage Desksite) that permit authorized CAB staff to perform the case file upload operations noted herein.

- b. The age of the system and any substantial upgrades that were made in FY 22 or FY 23, to date, or that are planned for the system;

Response: **File & ServeXpress** was formed in 2012 through the merger of Case FileXpress and File & Serve (a former Lexis Nexis company). No substantial upgrades were made to the system in FY22 or FY23 to date. File & ServeXpress is an industry leader that serves more than 1,300 courts and over 200,000 registered users. The company has fully staffed Product Management and Information Technology divisions that routinely upgrade existing, and bring new, features to market.

The **iManage Case Document Management System** was acquired by the Board in 2009. The two servers on which the system is hosted are OCTO virtual servers and were upgraded in December 2020. (Prior to that, the iManage servers were hosted on out-of-warranty servers, which precipitated the switch to the OCTO hosting environment.) There were no substantial upgrades to the iManage system in FY22.

In FY23, the Board (through OCP) is under contract to migrate the iManage system to the vendor's cloud data center. Upon completion on or around September 2023, the Board's iManage system will be the latest version, and will receive (or be positioned to receive) automatic vendor upgrades and support in terms of scalability, security and product integration with future enhancements. The Board's FY23 iManage migration project will commence shortly after completion of the FY23 Legacy Records Upload project (currently projected to be completed on or around April 1, 2023).

- c. Whether the public is currently granted access to all or part of each system; and

Response: The public (supported by the iManage system) is granted free access to all Board litigation records on the public website (except materials sealed by a protective order). Attorneys of record in cases pending before the Board have access to File & ServeXpress as it relates to the adjudication of their cases.

- d. Whether the public could be granted access to all or part of each system.

Response: Please see response to sub-part c above.

28. Please provide a list of all studies, research papers, reports, and analyses that the agency prepared or funded during FY 22 and FY 23, to date. Please submit a digital copy to the Committee of any study, research paper, report, or analysis that is complete.

Response: In FY22 and FY23 to date, CAB prepared a report on the disposition of surplus agency technology equipment. The report will be complete, pending review and final approval by the Chief Judge. The committee will be provided a copy of the report upon completion, which is currently projected for May 2023.

CONTRACTING AND PROCUREMENT

29. For FY 22 and FY 23, to date, please list any purchase card spending by the agency, the employee making each expenditure, and the general purpose for each expenditure.

Response: Please see table below. All purchase card or “PCard” transactions during this period were made by Program Assistant Uday Berry or General Counsel Mark Poindexter as authorized by the Board.

Entry No.	Post Date of Expenditure	Amount of Expenditure	General Purpose
Uday Berry (Cardholder)			
1	10/26/2021	\$382.50	Legal Periodical
2	11/01/2021	\$476.43	Office Supplies
3	11/09/2021	\$400.00	Software Licenses
4	11/09/2021	\$44.55	Cable
5	11/10/2021	\$168.66	Office Supplies
6	11/30/2021	\$275.00	Office Supplies
7	12/07/2021	\$44.55	Cable
8	01/11/2022	\$44.55	Cable
9	02/10/2022	\$50.65	Cable
10	02/17/2022	\$2,411.68	Computer Peripherals
11	03/04/2022	\$2,019.10	Software Licenses
12	03/08/2022	\$50.65	Cable
13	04/06/2022	\$50.65	Cable
14	04/13/2022	\$200.27	Legal Periodical Subscription
15	05/06/2022	\$50.65	Cable
16	05/16/2022	\$182.85	Software License
17	06/07/2022	\$50.65	Cable
18	07/12/2022	\$50.65	Cable
19	07/14/2022	(\$182.85)	Software License - Credit
20	08/05/2022	\$50.65	Cable
21	09/12/2022	\$50.65	Cable
22	10/11/2022	\$50.65	Cable
23	10/25/2022	\$880.00	Legal Periodical Subscription
24	10/25/2022	\$92.00	Office Supplies (new employee business cards)
25	11/08/2022	\$50.65	Cable
Mark Poindexter (Cardholder)			
1	10/08/2021	\$649.00	Office Furniture
2	12/08/2022	\$461.93	Office Support - Answering Service
3	12/08/2022	\$2,934.33	Software License
4	12/09/2022	\$4,899.00	Software Licenses
5	12/13/2022	\$136.40	Office Support
6	01/05/2023	\$47.35	Cable
7	01/05/2023	\$119.35	Office Support
8	01/09/2023	\$313.76	Office Support – Answering Service

Entry No.	Post Date of Expenditure	Amount of Expenditure	General Purpose
	Total FY22-FY23 (through 1-31-2023) PCard Expenditures	\$17,506.91	

30. Please list and provide a copy of all memoranda of understanding (“MOU”) entered into by your agency during FY 22 and FY 23, to date, as well as any MOU currently in force. For each, indicate the date on which the MOU was entered and the termination date.

Response: Please see Attachment 5. Pursuant to D.C. Official Code § 2-360.03(b), the Board has statutory authority to enter into fee-for-service agreements to resolve contract disputes and bid protests for District agencies or other public entities exempt from our jurisdiction. In this regard, MOUs were in effect in FY22 with the Washington Convention and Sports Authority (WCSA) (entered into on January 5, 2010) and the District of Columbia Health Benefit Exchange Authority (HBX) (entered into on September 28, 2021 – Option Year 1).

In FY22 and FY23 to date, the WCSA MOU is continuing. A FY23 renewal for the HBX MOU was executed October 5, 2022 (Option Year 2).⁶ In FY23 the Board and the DC Retirement Board entered into a new MOU effective January 23, 2023. In addition to its adjudication services agreements, on June 21, 2017, the Board entered into a MOU with OCTO for Enterprise Cloud and Infrastructure Services (ECIS) maintenance of the Board’s application and file servers. In FY22 and FY23 to date the Board’s OCTO-ECIS MOU is continuing. On October 26, 2018, the Board entered into an ongoing eMOU with OCTO-ECIS for Office 365 Enterprise Licenses.

31. Please list each contract, procurement, and lease entered into or extended by your agency during FY 22 and FY 23, to date. For each contract, please provide the following information where applicable:

- a. The name of the contracting party;
- b. The nature of the contract, including the end product or service;
- c. The dollar amount of the contract, including amount budgeted and amount actually spent;
- d. The term of the contract;
- e. Whether the contract was competitively bid;
- f. The name of the agency’s contract monitor and the results of any monitoring activity; and
- g. The funding source.

⁶ A District Department of Energy and Environment (DOEE) MOU terminated by its terms on September 30, 2021, and a one-year renewal for FY23 is pending finalization.

Response: Please see table below.

FY(Issue Date)	Purchase Order	Contracting Party	Service	Amount	Term	Competitive Bid	Contract Monitor/Activity Results	Funding Source
FY22 (10-26-2021)	PO653027	Total Office Products	Annual Copier Maintenance Agreement	\$2,955.84	FY22	OCP procurement – PO awarded to DCSS/SBE vendor	Mark Poindexter, CAB General Counsel/N/A	Local
FY22 (10-26-2021)	PO653064	West Publishing	Annual Legal Research Software Licenses	\$9,072.12	FY22	OCP procurement – PO awarded to proprietary software vendor	Mark Poindexter, CAB General Counsel/N/A	Local
FY22 (11-15-2021)	PO654543 (vendor does not accept PCard payments)	Younts Consulting	Annual iManage Software Agreement	\$817.91	FY22	OCP procurement – PO awarded to proprietary software vendor	Mark Poindexter, CAB General Counsel/N/A	Local
FY22 (11-22-2021)	PO655218	Walton & Green Consultants	Temp Support Services (IDIQ)	\$6,500 (\$3,157.00 spent; remainder used to help address EOY budget reduction)	FY22	OCP procurement – PO awarded to DCSS/SBE vendor	Mark Poindexter, CAB General Counsel/N/A	Local
FY22 (12-3-2021)	PO655063 (vendor does not accept PCard payments)	Younts Consulting	Software Technical Support	\$300	FY22	OCP procurement – PO awarded to proprietary software vendor	Mark Poindexter, CAB General Counsel/N/A	Local
FY22 (2-1-2022)	PO659274	DigiDoc/Document Managers	Document Scanning and Archival Support	\$68,083.04 (\$62,537.32 spent; remainder used to help address EOY budget reduction)	FY22	OCP procurement – PO awarded to DCSS/SBE vendor after competitive bid	Mark Poindexter, CAB General Counsel/N/A	Local
FY22 (5-18-2022)	PO664118	Younts Consulting	Software Technical Support	\$215	FY22	OCP procurement – PO awarded to proprietary software vendor	Mark Poindexter, CAB General Counsel/N/A	Local
FY23 (10-16-2022)	PO674675	Younts Consulting	Annual iManage Software Agreement	\$869.78	FY23	OCP procurement – PO awarded to proprietary software vendor	Mark Poindexter, CAB General Counsel/N/A	Local
FY23 (11-23-2022)	PO677739	Total Office Products	Annual Copier Maintenance Agreement	\$2,666.67	FY23	OCP procurement – PO awarded to DCSS/SBE vendor	Mark Poindexter, CAB General Counsel/N/A	Local

FY(Issue Date)	Purchase Order	Contracting Party	Service	Amount	Term	Competitive Bid	Contract Monitor/Activity Results	Funding Source
FY23 (11-29-2022)	PO677945	West Publishing	Annual Legal Research Software Licenses	\$9,525.72	FY23	OCP procurement – PO awarded to proprietary software vendor	Mark Poindexter, CAB General Counsel/N/A	Local
FY23 (12-19-2022)	PO679426	Younts Consulting	Import and Legacy Case Services	\$31,050.00	FY23	OCP procurement – PO awarded to proprietary software vendor	Mark Poindexter, CAB General Counsel/N/A	Local
FY23 (1-6-2023)	PO680770	Younts Consulting	iManage Cloud Migration Services	\$60,767.00	FY23	OCP procurement – PO awarded to proprietary software vendor	Mark Poindexter, CAB General Counsel/N/A	Local

32. Please provide any fee-for-service agreements entered into by the Board pursuant to D.C. Official Code § 2-360.03(b).

Response: Please see Attachment 5.

33. Please list all pending lawsuits that name the agency as a party. Identify which cases on the list are lawsuits that potentially expose the District to financial liability or will result in a change in agency practices and describe the current status of the litigation. Please provide the extent of each claim, regardless of its likelihood of success.

Response: Not applicable.

LEGAL, LEGISLATIVE AND REGULATORY ACTIONS

34. Is CAB currently party to any active non-disclosure agreements? If so, please provide all allowable information on all such agreements, including the number of agreements and the department(s) within CAB associated with each agreement.

Response: Not applicable.

35. Please provide the number of FOIA requests for FY 22, and FY 23, to date, that were submitted to your agency. Include the number granted, partially granted, denied and pending. In addition, please provide the average response time, the estimate number of FTEs required to process requests, the estimated number of hours spend responding to these requests, and the cost of compliance.

Response: The Board has processed two FOIA requests for FY22 and FY23, to date. One request was granted in whole; the Board had no responsive documents related to the other request. The median number of days to process these FOIA requests was 0.0034. The

number of staff hours devoted to processing these FOIA requests was 0.167, with a total dollar amount expended of \$13.84.

36. Please list and describe any ongoing investigations, audits, or reports on the agency or any employee of the agency that were completed during FY 22 and FY 23, to date.

Response: Not applicable.

37. What efforts has your agency made during FY22 to increase transparency? Please explain.

Response: In FY22 and FY23 to date, the Board completed a multi-year effort to digitize approximately 1.2 million pages of CAB case records for public viewing on the CAB website. The records span CAB cases from 1953 to 1985 and are projected to be available for case search/review on or around April 1, 2023. All CAB case records from 1986-2023 are already available for case search/review on the public website. In addition, CAB maintains an online trial calendar at the public website which lists all scheduled trials through October 2024. CAB proceedings are open to the public as appropriate except as to sealed exhibits and/or protected materials per Board order.

38. What efforts will your agency be making in FY23 to increase transparency. Please explain.

Response: Please see response to Q37 above.

CONTRACT APPEALS BOARD

39. Please provide a list of each Board member, and the dates their terms will expire.

Response: The following persons currently serve the Board with distinction. Please see the table below for term expiration dates. The Mayor’s Office of Talent and Appointments manages the appointment process of CAB Administrative Judges.

Board Member	Current Term Start Date	Current Term End Date
Marc D. Loud, Sr., Chairman and Chief Administrative Judge	July 10, 2018	July 28, 2022 (R22-0555)*
Nicholas A. Majett, Administrative Judge	September 17, 2019	July 28, 2023 (R23-0209)
Monica C. Parchment, Administrative Judge	June 27, 2017	July 28, 2021 (R22-0147)*

*Continues to serve.

40. Please list the number of cases that were open at the beginning of FY 21, at the beginning of FY 22, and that are currently open, and the average number of days that those cases had remained open, in each of the following categories:

- a. Protests of a solicitation or award of a contract addressed to the Board by any actual or prospective bidder, offeror, or the contractor who is aggrieved in connection with the solicitation or award of a contract;

- b. Any appeal by a contractor from a final decision by the contracting officer on a claim by a contractor, when the claim arises under or relates to a contract;
- c. Any claim by the District against a contractor, when such claim arises under or relates to a contract;
- d. Quick Payment Act claims;
- e. Public-Private Partnership Act claims; and
- f. Appeals from Debarments and Suspensions.

Response: Please see table below. The Board understands this inquiry to relate to cases open at the beginning of FY22, at the beginning of FY23 and currently open. Note that while this table reflects calendar days, the Board’s statutory standard for the disposition of protest cases is 60 *business* days from the filing date. D.C. Official Code § 2-360-08(d). The Board’s adopted standard for the disposition of appeal cases is no later than three years after the initial filing date.

Case Type	Cases Open on 10/1/21 (FY22)	Cases Open on 10/1/22 (FY23)	Cases Currently Pending (as of February 1, 2023) (average number of calendar days open)
Protest	5	1	3 (23.3)
Contractor Appeal	12	7	8 (516.6)
District Claim	0	0	0 (0)
Quick Payment Act Claim	1	0	0 (0)
Public-Private Partnership Act Claim	0	0	0 (0)
Appeal from Debarments and Suspensions	1	0	0 (0)

41. Please list the total number of cases that were resolved through alternate dispute resolution or mediation, and the average number of days from filing to resolution in FY 22 and FY 23, to date, in each of the following categories:

- a. Protests of a solicitation or award of a contract addressed to the Board by any actual or prospective bidder, offeror, or the contractor who is aggrieved in connection with the solicitation or award of a contract;
- b. Any appeal by a contractor from a final decision by the contracting officer on a claim by a contractor, when the claim arises under or relates to a contract;
- c. Any claim by the District against a contractor, when such claim arises under or relates to a contract;
- d. Quick Payment Act claims;
- e. Public-Private Partnership Act claims; and
- f. Appeals from Debarments and Suspensions.

Response: Response: Please see table below. “Cases Settled” refers to those cases: (1) withdrawn by the protester/appellant; (2) jointly dismissed by the parties; or (3) protests dismissed after the District takes voluntary corrective action, including cancellation of the solicitation/award. Note also that while this table reflects calendar days, the Board’s statutory standard for the disposition of protest cases is 60 *business* days from the filing date. D.C. Official Code § 2-360-08(d). The Board’s adopted standard for the disposition of appeal cases is four months from the case being ready for decision.

Case Type	FY22 Cases Settled (average number of calendar days from filing to settlement)	FY23 Cases Settled through February 1, 2023 (average number of calendar days from filing to settlement)
Protest	5 (40.6)	2 (19)
Contractor Appeal	11 (386.3)	1 (516)
District Claim	0 (0)	0 (0)
Quick Payment Act Claim	0 (0)	0 (0)
Public-Private Partnership Act Claim	0 (0)	0 (0)
Appeal from Debarments and Suspensions	0 (0)	0 (0)

42. Please list the number of cases closed, and the average number of days closed cases were open, in FY 22 and FY 23, to date, in each of the following categories:

- a. Protests of a solicitation or award of a contract addressed to the Board by any actual or prospective bidder, offeror, or the contractor who is aggrieved in connection with the solicitation or award of a contract;
- b. Any appeal by a contractor from a final decision by the contracting officer on a claim by a contractor, when the claim arises under or relates to a contract;
- c. Any claim by the District against a contractor, when such claim arises under or relates to a contract;
- d. Quick Payment Act claims;
- e. Public-Private Partnership Act claims; and
- f. Appeals from Debarments and Suspensions

Response: Please see table below. Note also that the Board’s statutory standard for the disposition of protest cases is 60 *business* days from the filing date. D.C. Official Code § 2-360-08(d). The Board’s adopted standard for the disposition of appeal cases is four months from the case being ready for decision.

Case Type	FY22 Cases Closed (average number of days from filing to resolution)	FY23 Cases Closed through February 1, 2023 (average number of days from filing to resolution)
Protest	26 (49.6 business days)	5 (32.2 business days)
Contractor Appeal	13 (343.9 calendar days)	1 (516 calendar days)
District Claim	0 (0)	0 (0)
Quick Payment Act Claim	0 (0)	0 (0)
Public-Private Partnership Act Claim	0 (0)	0 (0)
Appeal from Debarments and Suspensions	0 (0)	0 (0)

43. Please share with the Committee an update on the work of the Board’s IT Director in FY 22 and FY 23 to date, including the status of the Five-Year IT plan.

Response: The IT Director is currently revising the Board’s preliminary Five-Year IT plan based on Board feedback to date. In addition to established goals of securing a future-ready and safe technology environment for CAB stakeholders, offering best-in class litigation platforms for litigants, and scaling business efficiencies through automation and integration, the Five-Year IT plan must also include transparency and access to justice as core values, and must explore pertinent

connections between the Board's Five-Year plan and similar planning efforts undertaken by OCTO. The Board will provide the Committee with a copy of the final IT plan upon completion later in FY23. Updates on the CAB IT Director's work in FY22, and FY23 (to date) include the following:

FY22:

- Conducted comprehensive inventory of IT Hardware and Software Assets (for business continuity planning (BCP), disaster recovery planning (DRP), and refresh purposes;
- Created the CAB FY22 and FY23 Legacy Case Records upload budget and proposed implementation outline;
- Worked with Agency leadership to fill a vacant IT Specialist position;
- Provided IT Operational support to CAB staff as needed;
- Finalized the CAB Remote Work IT Guidelines to support and help staff adopt the new hybrid work model;
- Finished initial drafts of the CAB Five-Year IT plan (currently undergoing further revisions);
- Updated all CAB devices to meet the District's security standards for operating system and software updates. Deployed and setup CrowdStrike as the new Malware Protection System on all CAB desktops/laptops. Coordinated activities with OCTOHelps, OCTO Security and OCTO City Wide Messaging to ensure that all CAB desktops/laptops synced with backend systems including Ivanti LANDesk, McAfee, CrowdStrike, Office 365 portal, MFA (Multi-Factor Authentication) & Intunes;
- Tracked and reported on DCHR Mandatory Cybersecurity Training Progress;
- Coordinated with OCTO on its creation of a private CAB Wi-Fi network, followed by the reconfiguration and setup of all CAB IT equipment to access the new network;
- Represented CAB at the OCTO CIO weekly meetings;
- Reviewed pertinent materials germane to CAB's migration of its iManage Document Management System to the vendor's cloud in FY23; and
- Conducted an internal review of the Board's courtroom recording system (FTR system), and recommended security upgrades through updated licenses with the existing vendor, or acquisition of equivalent products through alternative vendors, including but not limited to, DCR (Digital Court Recorder).

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FY23 (to date):

- Prepared initial drafts of the CAB FY24 IT proposed budget;
- Procured Bomgar Remote Assistance software to provide remote IT assistance to CAB staff;
- Purchased and configured Adobe Pro DC licenses for distribution to all devices provisioned to CAB staff members;
- Monitored and reported on DCHR Mandatory cybersecurity training progress;
- Continues to represent CAB at the OCTO CIO weekly meetings;
- Completed OCTO's Technology survey providing input on areas of excellence and improvements, new technology needs, etc.;
- Updated all asset and IT administrative documents with current information, to ensure validity and accuracy of information collected;
- Helped create the Statement of Work (SOW) for CAB's two primary FY23 IT projects (iManage migration and Legacy Case Records upload);

- Serving as CAB Project Manager for the iManage and Legacy Case Records upload project; and
- Proactively working with the CAB team and OCTO Telecom team to access current and future telecom needs at CAB.

44. Please describe any actions the Board has taken to solicit feedback from its public database users on the user-friendliness of the database (ease of accessibility; searchability; navigability).

Response: The Board reviewed web-based case search capabilities of adjudicatory bodies in the District (the Office of Zoning), Los Angeles and Oregon to gain a better understanding of various options moving forward. This initiative is on-going and the Board will update the Committee as further progress is made.

45. Please provide the Committee an update on the Board’s digitization and archiving project including how many of the scanned physical case records have been delivered to the DC Archives.

Response: In FY22 and FY23 to date, the Board completed a multi-year effort to digitize approximately 1.2 million pages of CAB case records for public viewing on the CAB website. The records span CAB cases from 1953 to 1985 and are projected to be available for case search/review on or around April 1, 2023. (All CAB case records from 1986-2023 are already available for case search/review on the public website.)

The original legacy case paper records are in 606 boxes in the Board’s possession and have been indexed according to requirements provided by DC Archives in FY22. In December 2022, however, the DC Archives advised the Board that, due to the prolonged Covid-19 related shutdown at the Washington National Records Center in Suitland, Maryland, the box indexing numbers previously provided to the Board are no longer valid. Consequently, new 2023 DC Archives approved box indexing numbers must be assigned. While the Board works with DC Archives to address the new requirement (logistics, costs, timeline, etc.), the Board continues to maintain custody of the legacy case records. It is the Board’s goal to transfer its final case paper records to the DC Archives during the latter part of FY23, or in FY24 at the latest.

46. Please describe the Board’s efforts to increase access to small businesses and pro se litigants who need to raise a claim before the Board.

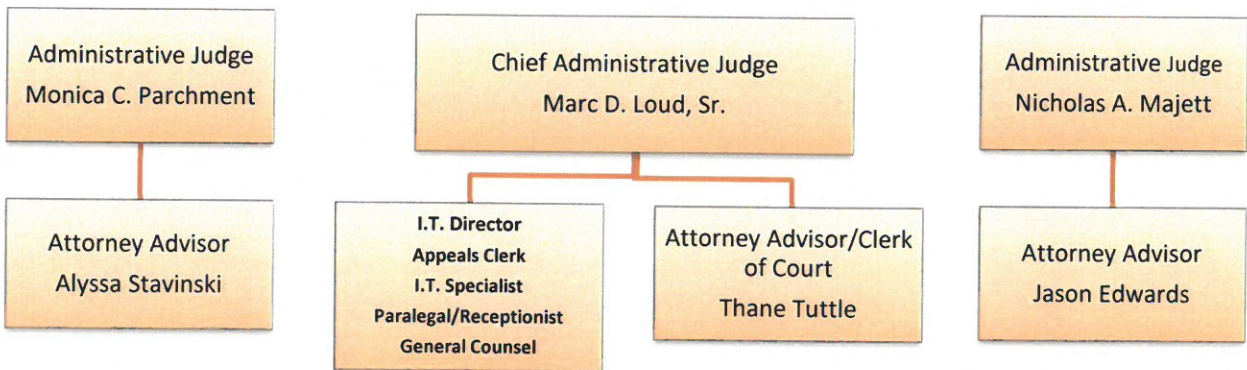
Response: The Board views Access to Justice initiatives as pivotal to maintaining Due Process in any adjudication system. For the Board, this effort begins at the very start of the protest and dispute process. For example, as part of its wholesale procedural rules revision in 2020, the Board ensured that those who may not have access to its electronic filing system may nonetheless file their protest or appeal by mail or by hand-delivery if preferred. In addition, following up on a prior Committee’s suggestion, the Board expanded the Resource page on its public website to include a direct link to the DC Bar’s Pro Bono Center. As noted on the Pro Bono Center’s website: “The Pro Bono Center's Small Business Legal Assistance Program supports entrepreneurs serving low-income neighborhoods. Establishing small businesses in low-income communities creates employment opportunities for residents. For low-income entrepreneurs, a small business also provides a way for its owners to create and build wealth that can be passed on to their families. The Small Business Legal Assistance Program presents

a great way for the transactional legal community to assist in D.C. economic development through pro bono service.” DC Bar Pro Bono Center, <https://www.dcbbar.org/pro-bono/what-we-do/nonprofit-small-business-legal-assistance>.



**DC CONTRACT APPEALS BOARD
FY2022-2023 PERFORMANCE OVERSIGHT RESPONSES**

**ATTACHMENT 1
DC CONTRACT APPEALS BOARD
Organizational Chart
(Effective January 1, 2023)**





**DC CONTRACT APPEALS BOARD
FY2022-2023 PERFORMANCE OVERSIGHT RESPONSES**

**ATTACHMENT 2
DC CONTRACT APPEALS BOARD
Schedule A
(Effective February 7, 2023)**

As Of Date: 7-Feb-23

Psn Status	Psn Numbr	Title	Name	Emplid	Hire Date	Vacant Statu	Grade	Step	Salary	Job Code	Budg Psr	Psn Effdt	F/P Time	Reg/Temp/Ten	Employee NTE	C
A	0003040	ADMIN JUDGE	Parchment, Monica	00064918	5/2/2011	F	17	0	\$201,706.14	007557	Y	10/1/2016	F	Term	9/30/2023	
A	0006341	CHIEF ADMIN JUDGE	Loud, Marc D.	00062412	8/3/2010	F	18	0	\$204,527.01	008059	Y	10/1/2016	F	Term	9/30/2023	
A	00011739	General Counsel	Poindexter, Mark D	00000171	7/27/2015	F	15	7	\$181,792.00	553586	Y	10/1/2016	F	Reg		
A	00013299	ADMIN JUDGE	Majett, Nicholas A	00005171	10/7/2019	F	17	0	\$201,706.13	007557	Y	10/1/2016	F	Term	7/28/2023	
A	00018016	STAFF ASSISTANT	House, Mia J	00018155	9/1/1988	F	11	10	\$84,167.00	550001	Y	10/1/2016	F	Reg		
A	00050893	Supervisory IT Specialist	Daniel, Beulah	00084605	4/13/2020	F	14	0	\$158,116.19	552424	Y	11/14/2019	F	Reg		
A	00077391	Clerk of Court	Tuttle, Thane Forre	00071454	1/28/2013	F	9	0	\$142,169.45	554597	Y	10/1/2016	F	Reg		
A	00077392	Program Support Assistant				V	8	0	\$49,260.00	550901	Y	10/1/2016	F			
A	00085519	Attorney Advisor	Edwards, Jason	00087635	8/12/2015	F	14	6	\$150,262.00	553092	Y	10/1/2016	F	Reg		
A	00087310	Attorney Advisor	Stawinski, Alyssa	00125696	10/11/2022	F	14	1	\$128,795.00	553092	Y	10/30/2016	F	Reg		
A	00094107	Information Technology Spec	Santos, Joseph M	00101403	4/1/2019	F	11	4	\$71,579.00	555576	Y	11/10/2021	F	Reg		
TOTAL POSITIONS PRINTED = 11									\$1,574,079.92							



**DC CONTRACT APPEALS BOARD
FY2022-2023 PERFORMANCE OVERSIGHT RESPONSES**

**ATTACHMENT 3
CAB Virtual Hearings Protocol**

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**DC Contract Appeals Board
Remote Proceedings Protocol
(January 2022)**

On March 11, 2020, the Mayor of the District of Columbia declared a State of Emergency and Public Health Emergency due to the COVID-19 pandemic. See Mayor's Order 2020-045 (March 11, 2020) and Mayor's Order 2020-046 (March 11, 2020). While the Public Health Emergency ended on July 25, 2021, the Mayor's authority to declare a Public Emergency currently, pending DC Council approval, extends until March 17, 2022. See Mayor's Order 2021-147 (December 20, 2021); B24-0572, Public Emergency Extension Emergency Amendment Act of 2021 (December 20, 2021).

In light of the ongoing public emergency, and until further notice, the DC Contract Appeals Board ("CAB" or "the Board") shall provide parties the option of conducting "fully-virtual" or "hybrid" proceedings in all matters currently pending and subsequently filed before the Board. Unless otherwise instructed by the Chief Judge or the Presiding Judge in any case, all status conferences shall be conducted remotely via telephone/conference call; all pre-hearing conferences (whether fully-virtual or hybrid) shall be conducted remotely via the Webex™ by Cisco ("Webex") video-sharing platform (www.webex.com); and all evidentiary hearings (whether fully-virtual or hybrid) shall be conducted remotely via Webex. Instructions for participating in these remote proceedings before the Board are set forth herein.

The parties participating in these remote proceedings agree to waive any challenges to the finality or lawfulness of an award, decision, ruling, determination or any other disposition by the Board on the basis that the proceeding was not conducted in-person. The Board may, as appropriate, permit in-person proceedings during a declared Public Health Emergency or Public Emergency.

*DC Contract Appeals Board
Remote Proceedings Protocol
(January 2022)*

Instructions for Participating in Remote (Telephonic, Fully-Virtual and Hybrid) Proceedings Before CAB

As a general matter, the parties¹ must familiarize themselves and their witnesses with the technological platform that will be used to conduct the proceeding. All participants should be able to communicate clearly during the proceedings and the participants should readily be able to access and view any exhibits used in the proceeding. Unless otherwise ordered, the proceedings before the Board addressed by this protocol include Status Conferences, Prehearing Conferences and Evidentiary Hearings (including Hearings on the merits).

General Requirements: Parties and witnesses shall, at all times during remote proceedings before the Board, properly comport themselves in the same manner as if they were appearing before the Board in person. Parties and witnesses appearing via video conference as outlined below should wear appropriate business attire. The Presiding Board Judge, in his or her sole discretion, may suspend and continue any proceeding to enforce these general requirements.

The video or audio recordation of status conferences, prehearing conferences and evidentiary hearings by any persons other than Board staff as directed by the Board is **strictly prohibited**. The Presiding Board Judge, in his or her sole discretion, may suspend and continue any proceeding to the extent there are any unresolvable technical interruptions or unauthorized access issues.

A. Telephone Status Conferences

The Board utilizes status conferences to address informally “housekeeping” matters related to pending cases. Status conferences may be requested by motion of a party or ordered *sua sponte* by the Board. Unless otherwise ordered, all status conferences shall be conducted remotely by telephone conference call.

Notice: Status conferences will be scheduled by Board Order, email and/or telephone notice to all parties of record. The notice will provide parties with the date, time and dial-in instructions for the status conference.

Unless otherwise provided, the Board’s City-Wide Messaging conference dial-in numbers are as follows:

- *Citywide messaging dial-in number:* 1-866-702-3464
- *Participant Code (to be used by the parties):* 9533834

¹ For purposes of the Board’s Remote Proceedings Protocol, the terms “party” or “parties” shall include self-represented litigants as well as those represented by legal counsel before the Board.

B. Remote Prehearing Conferences (Fully-Virtual or Hybrid)

Prehearing conferences are formal proceedings held shortly prior to an evidentiary hearing. They allow the Board and the parties to organize anticipated documentary and testimonial evidence expected to be introduced at the evidentiary hearing as well as resolve any other pending issues prior to the hearing. This results in a more efficient and effective evidentiary hearing process. The Presiding Judge will manage the prehearing conference.

Notice: The Board will provide all parties notice of the prehearing conference through a scheduling order. Unless otherwise ordered, scheduling orders will be issued to the parties via the Board's e-filing platform, File&ServeXpress (<https://secure.fileandservexpress.com>). A weblink to the scheduling order will be posted to the Board's website's public calendar entries for the case. (<https://cab.dc.gov/page/courtroom-calendar>).

Unless otherwise ordered, at least seven (7) business days prior to the prehearing conference, the parties should submit by email to the Board's Clerk's Office (mia.house@dc.gov) a list containing the email addresses and phone numbers of all parties seeking to participate in the prehearing conference. At least three (3) business days prior to the prehearing conference, the Board's Clerk's Office will email a Webex invitation link (containing the Webex meeting number) to those parties previously identified, permitting them access to fully participate in the prehearing conference. A Webex link for the public to observe (see and hear, only) the prehearing conference will be included in the Board's calendar entry for the matter. Participants in, and public observers of, the prehearing conference should contact the Board at least two (2) business days prior to the conference should any special accommodations be required.

Note that for fully-virtual prehearing conferences, the Board, parties, party-counsel, witnesses and court reporter shall appear remotely via Webex. For hybrid prehearing conferences, the Board may be present physically in its main courtroom at 441 4th Street NW, Suite 350-N, Washington, DC 20001; however, the parties, party-counsel, witnesses and court reporter shall appear remotely unless otherwise ordered by the Board.

Recordation: A video and audio recording via Webex of the prehearing conference will be maintained by the Board. Any other video or audio recording of the prehearing conference made without prior permission from the Board is strictly prohibited.

Exhibit Preparation: Please see Section C (Remote Evidentiary Hearings) below for instructions on preparing Exhibits.

Practice Session: Prior to the prehearing conference, the Board may schedule a mandatory remote hearing practice session. This will allow parties to familiarize themselves with such Webex features as sharing exhibits, examining witnesses, raising objections and other features to be used during the prehearing conference and subsequent trial.

C. Remote Evidentiary Hearings (Fully-Virtual and Hybrid)

Evidentiary hearings are formal, administrative trial-type proceedings before the Board. Evidentiary hearings allow the parties to present evidence (e.g., documents and witnesses) in support of their litigation position, as well as impeach the evidence offered by the opposing parties. The Board will ensure the evidentiary hearing is conducted fairly and efficiently in accordance with applicable law.

Notice: The Board will provide all parties notice of the evidentiary hearing through scheduling order. Unless otherwise ordered, scheduling orders will be issued to the parties via the Board's e-filing platform, File&ServeXpress (<https://secure.fileandservexpress.com>). A weblink to the scheduling order will be posted to the Board's website's public calendar entries for the case. (<https://cab.dc.gov/page/courtroom-calendar>).

Unless otherwise ordered, at least seven (7) business days prior to the evidentiary hearing, the parties should submit by email to the Board's Clerk Office (mia.house@dc.gov) a list containing the email addresses and phone numbers of all parties and witnesses seeking to participate in the evidentiary hearing. At least three (3) business days prior to the hearing, the Board's Clerk's Office will email a Webex invitation link (containing the Webex meeting number) to those parties and witnesses previously identified, permitting them access to fully participate in the evidentiary hearing. A Webex link for the public to observe (see and hear, only) the evidentiary hearing will be included in the Board's calendar entry for the matter. Participants in, and public observers of, the evidentiary hearing should contact the Board at least two (2) business days prior to the evidentiary hearing should any special accommodations be required.

Note that for fully-virtual evidentiary hearings, the Board, parties, party-counsel, witnesses and court reporter shall appear remotely via Webex. For hybrid evidentiary hearings, the Board may be present physically in its main courtroom at 441 4th Street NW, Suite 350-N, Washington, DC 20001; however, the parties, party-counsel, witnesses and court reporter shall appear remotely unless otherwise ordered by the Board.

*DC Contract Appeals Board
Remote Proceedings Protocol
(January 2022)*

Recordation: Unless otherwise ordered, a video and audio recording via Webex of the evidentiary hearing will be maintained by the Board. In addition, a certified court reporter familiar with the Webex platform and retained by the District (not the Board) will monitor and prepare a transcription of the evidentiary hearing.

Exhibits: Unless otherwise ordered, exhibits that will be referenced in the prehearing conference and evidentiary hearing should be prepared as follows:

- (1) Unless otherwise ordered, all exhibits should be “bundled” for each party (i.e., prepared as one merged and searchable pdf, have a Table of Contents, be marked indicating the offering party and ordered sequentially, e.g. PX-1 for Protestor’s Exhibit 1; AX-1 for Appellant’s Exhibit 1; I(name)X-1 for Intervenor’s Exhibit 1; and DX-1 for District’s Exhibit 1) and filed with the Board at least three (3) business days prior to the prehearing conference or evidentiary hearing. A copy of the exhibits should be filed via the File&ServeExpress platform as well as emailed to the Board’s Clerk’s Office (mia.house@dc.gov) for utilization during the proceeding.
- (2) Rebuttal exhibits should be marked at the time of submission (e.g., PRX-1, ARX-1, I(name)RX-1, DRX-1) and filed with the Board as marked within five (5) business days after the close of the hearing.
- (3) Parties should confer with opposing parties to determine what exhibits are stipulated and what evidentiary objections each side is maintaining and avoid duplicate exhibits.
- (4) The Board may provide Drop Box (<https://www.dropbox.com>) or other remote file storage link and instructions to the parties if, upon notification by the parties, the exhibit files are too large to be accepted by the Board’s e-filing system. No emailing of the proposed exhibits to the Board’s Clerk’s Office is required if the Board utilizes remote file storage to receive the files.
- (5) Parties should practice using the screenshare function on Webex and have exhibits readily accessible on their computers to screenshare as necessary and permitted by the Presiding Judge and Board Judge.
- (6) Parties should provide their witnesses with relevant exhibits prior to the evidentiary hearing.

Witnesses: Unless otherwise ordered, parties should adhere to the following requirements regarding witnesses participating in remote evidentiary hearings before the Board:

- (1) Witnesses should appear by the Webex video-conferencing platform. Other platforms may not be supported.

*DC Contract Appeals Board
Remote Proceedings Protocol
(January 2022)*

- (2) If a witness does not have the capability for videoconferencing and can only call in on the phone, then, unless otherwise ordered by the Presiding Judge, the witness cannot testify regarding any exhibits. Please also see Item 16 regarding witness testimony by telephone.
- (3) A party calling the witness is responsible for ensuring the witness has a separate video and audio feed.
- (4) A party should not attempt to “share” a connection with a witness.
- (5) All witnesses should be prepared to present a valid form of identification to verify their identity to the Board over the video feed.
- (6) It is the responsibility of the party offering the witness to ensure that the witness has the link to the proceedings and that all exhibits are available to the witness, including those of opposing parties.
- (7) At no point during witness testimony shall parties communicate with the testifying witness without the permission of the Board Judge.
- (8) Witnesses shall not communicate with anyone during their testimony.
- (9) Rule of Sequestration: If, upon motion by a party or *sua sponte*, the Presiding Judge invokes the Rule of Sequestration (i.e., ensuring witnesses do not hear, and therefore possibly be influenced by, the testimony of other witnesses in the evidentiary hearing), the witnesses will either be asked to login to Webex when it is their turn to testify, or to sit in a Webex “waiting room” while the evidentiary hearing is proceeding.
- (10) All parties and witnesses shall affirm that they will act in accordance with the Board’s procedures. The witness affirmation shall include a statement that the witness is testifying under oath, based upon his or her own knowledge, and that the witness certifies that no one, other than authorized video conference participants, are present in the room in which they are testifying.
- (11) If a witness experiences technical difficulty during his or her testimony, the proceeding will be stopped to allow the party and the witness to resolve the issue.
- (12) Witnesses should wear proper attire for a courtroom and be in a distraction-free environment. Witnesses shall turn off ringers and alerts that make noise and not engage in any other activities while testifying. Witnesses should mute their microphone when not being addressed.
- (13) The parties should ensure that the Webex displays the witness’s proper name.
- (14) Witnesses should let the party or Board Judge finish speaking before answering questions. When an objection is made, witnesses should stop speaking and let the Board Judge rule on the objection.

- (15) Procedure for disconnection: Parties should advise the witness to attempt to re-enter the meeting if they are inadvertently disconnected and instruct the witness to contact the party by phone or email for further instructions if they are unable to rejoin the Webex hearing.
- (16) Testimony by Telephone: In exceptional circumstances, the Board may, upon written or oral motion, permit a witness to participate in an evidentiary hearing by telephone. This will depend on the reason, nature of the witness and subject of the witness's testimony, and whether a telephonic examination will not prejudice the presentation of any party. Parties may be required to hire a notary to administer the oath to the witness at the witness' location if the Board cannot actually observe the witness. Please also see Item 2.

Post-Evidentiary Hearing Submissions: Please refer to the Board's Post-Evidentiary Hearing Order for post-hearing submissions requirements and deadlines.



**DC CONTRACT APPEALS BOARD
FY2022-2023 PERFORMANCE OVERSIGHT RESPONSES**

**ATTACHMENT 4
DC CONTRACT APPEALS BOARD
FY22 Performance Plan**

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Contract Appeals Board FY2022

Agency Contract Appeals Board

Agency Code AFO

Fiscal Year 2022

Mission The mission of the Contract Appeals Board (CAB) is to provide an impartial, expeditious, inexpensive, and knowledgeable forum for hearing and resolving contractual disputes, protests, and debarments and suspensions involving the District and its contracting communities.

Strategic Objectives

Objective Number	Strategic Objective
1	Increase public confidence in the DC procurement process through the efficient, effective and fair disposition of public contracting disputes.
2	Increase use of Alternative Dispute Resolution (ADR) in resolving cases without the need for traditional litigation models, resulting in faster, more efficient dispositions of cases and greater party satisfaction.
3	Create and maintain a highly efficient, transparent and responsive District government through the digital archiving and electronic filing of all Board cases permitting web-based retrieval and full-text searching by the parties with pending cases and the public.

Key Performance Indicators (KPIs)

Measure	Directionality	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Target
1 - Increase public confidence in the DC procurement process through the efficient, effective and fair disposition of public contracting disputes. (4 Measures)					
Percent of Protests resolved within 60 business days	Up is Better	100%	94.1%	100%	95%
Percent of decisions sustained on appeal	Up is Better	100%	No Applicable Incidents	No Applicable Incidents	100%
Percent of Appeals resolved within 4 months of the cases being ready for decision	Up is Better	81.3%	92.9%	100%	90%
Percent of pending Appeals that are three years old or less	Up is Better	100%	100%	100%	90%
2 - Increase use of Alternative Dispute Resolution (ADR) in resolving cases without the need for traditional litigation models, resulting in faster, more efficient dispositions of cases and greater party satisfaction. (1 Measure)					
Percent of cases resolved through settlement	Up is Better	55.6%	50%	40.9%	50%
3 - Create and maintain a highly efficient, transparent and responsive District government through the digital archiving and electronic filing of all Board cases permitting web-based retrieval and full-text searching by the parties with pending cases and the public. (2 Measures)					
Percent of new cases using electronic filing system	Up is Better	100%	83.3%	91.2%	100%
Percent of cases closed by the Board in the current fiscal year that are electronically archived to permit web-based retrieval and full-text searching capability	Up is Better	100%	100%	100%	100%

▼ Operations

Operations Title	Operations Description	Type of Operations
1 - Increase public confidence in the DC procurement process through the efficient, effective and fair disposition of public contracting disputes. (1 Activity)		
Reduce the number of open appeal cases that are three years or older through docket review and strategic resource allocation	Working goal to reduce the number of cases that are three years or older to less than 5 percent.	Daily Service
2 - Increase use of Alternative Dispute Resolution (ADR) in resolving cases without the need for traditional litigation models, resulting in faster, more efficient dispositions of cases and greater party satisfaction. (1 Activity)		
Increase use of ADR in resolving disputes before CAB through researching, developing and applying best practices in mediation and other alternative dispute resolution models	At the inception of each case, CAB encourages mediation/settlement through Scheduling Orders. Further, the Presiding Judge in each case encourages mediation/settlement during the pretrial conference. CAB will continue to build upon its capacity to offer meaningful settlement/mediation opportunities to litigants.	Daily Service
3 - Create and maintain a highly efficient, transparent and responsive District government through the digital archiving and electronic filing of all Board cases permitting web-based retrieval and full-text searching by the parties with pending cases and the public. (1 Activity)		
Increase digital archiving and electronic filing of new cases to provide full-text searching and, therefore, greater transparency for litigants, the contracting community and the public	Completion of digital archiving and loading into the database of historical appeal and protest cases permitting web-based retrieval and full-text searching capability by the parties with pending cases and the public, while promoting electronic filing and uploading of documents in all newly filed cases.	Key Project

▼ Workload Measures (WMs)

Measure	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual
1 - Reduce the number of open appeal cases that are three years or older through docket review and strategic resource allocation (2 Measures)			
Number of new cases filed	35	24	34
Number of cases resolved	36	36	22
2 - Increase use of ADR in resolving disputes before CAB through researching, developing and applying best practices in mediation and other alternative dispute resolution models (2 Measures)			
Number of cases resolved through settlement/voluntary withdrawal	20	18	9
Number of Scheduling Orders issued encouraging settlement	35	24	34
3 - Increase digital archiving and electronic filing of new cases to provide full-text searching and, therefore, greater transparency for litigants, the contracting community and the public (3 Measures)			
Number of new cases filed and processed electronically	35	21	31
Number of documents filed in new cases	1376	2043	1574

Measure	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual
Number of archived protest and appeals cases digitized and uploaded to the public website	0	0	1

▼ Strategic Initiatives

Strategic Initiative Title	Strategic Initiative Description	Proposed Completion Date
Increase digital archiving and electronic filing of new cases to provide full-text searching and, therefore, greater transparency for litigants, the contracting community and the public (1 Strategic Initiative)		
FY22 Strategic Initiative: CAB Scanning and Archiving Initiative (Phase 2)	During Phase 1 of the Board's Scanning and Archiving Initiative (FY20-21), the Board scanned 850,000 pages of case records through its contract vendor. The scanned records are contained on password secured flash drives in the Board's possession and have also been uploaded to the Board's internal network. The Board is in the process of reviewing and preparing the scanned materials for upload to its public case search website and archiving in FY21-FY22. The Board estimates that there are approximately 577,500 additional unprocessed pages in its possession that will require scanning and archiving as part of Phase 2 of this project. The Board has received funding to complete Phase 2 in the District's final FY22 budget.	09-30-2022



**DC CONTRACT APPEALS BOARD
FY2022-2023 PERFORMANCE OVERSIGHT RESPONSES**

**ATTACHMENT 5
DC CONTRACT APPEALS BOARD
Current Memoranda of Understanding**

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**MEMORANDUM OF AGREEMENT BETWEEN
DISTRICT OF COLUMBIA RETIREMENT BOARD
AND
DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD**

Pursuant to the authority of § 2-360.03(b) of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (“PPRA,” D.C. Law 18-371; D.C. Official Code § 2-360.03(b)), D.C. Official Code § 1-301.01(k) and § 31-3171.06(c)(5), and the authority of § 121(e) of the District of Columbia Retirement Reform Act, as amended (“Reform Act,” Pub. L. 96-122; D.C. Official Code § 1-711(e) and § 1-711(i)) and 7 DCMR § 1615.4, the District of Columbia Retirement Board (“DCRB”) and the District of Columbia Contract Appeals Board (“CAB”) agree that CAB shall serve as the hearing tribunal for certain DCRB protests, disputes and appeals. This memorandum of agreement (“MOA”) is made in accordance with the following terms and conditions:

1. DCRB is an independent agency of the government of the District of Columbia with exclusive authority and discretion to manage and control the District of Columbia Teachers’ Retirement Fund and the District of Columbia Police Officers and Fire Fighters’ Retirement Fund (collectively, the “D.C. Retirement Fund”) and to administer the benefits under the District of Columbia Teachers’ Retirement Plan and the District of Columbia Police Officers and Firefighters’ Retirement Plan (D.C. Official Code § 1-711(a)). The Reform Act provides DCRB with authority to promulgate rules and regulations, adopt resolutions, issue directives for the administration and transaction of its business, and perform other functions necessary to carry out its responsibilities (D.C. Official Code § 1-711(e)). Under D.C. Official Code § 1-711(i)(1), DCRB has authority to enter into contracts with the governments of the District of Columbia and the United States and other public and private entities to the extent necessary to carry out its responsibilities under the Reform Act. DCRB’s statutory procurement and contracting authority is unencumbered by the provisions of the PPRA, as amended (D.C. Official Code § 2-351.05(c)(14)). Consistent with its independent authority, DCRB adopted revised District of Columbia Retirement Board Procurement Rules (“DCRBPR,” available at 7 DCMR §§ 1600 *et seq.*, effective December 21, 2021), to govern procurements of goods and services undertaken by DCRB including procedures for protests and disputes and appeals, contract claims, conflicts of interest, prohibited conduct and remedies. The rules provide that certain protests, disputes and appeals be heard and decided by the CAB pursuant to a written agreement with DCRB.

2. CAB shall have jurisdiction to hear and decide protests and disputes involving DCRB solicitation or awards with a dollar value greater than \$100,000 (DCRBPR at 7 DCMR § 1615.4) and to hear and decide appeals of decisions made by DCRB’s Executive Director involving solicitations or awards with a dollar value of \$100,000 or less (DCRBPR at 7 DCMR § 1615.30). CAB acknowledges that DCRB is exempt from the PPRA pursuant to D.C. Code § 2-351.05(c)(14). The Parties agree that DCRBPR shall govern both DCRB-level proceedings and substantive issues on DCRB matters heard and decided by CAB, as applicable, and that CAB

proceedings, including, but not limited to, the right of parties to appeal CAB final decisions to the appropriate District of Columbia Courts, shall be governed by CAB's Rules of Procedure.

3. CAB shall provide the necessary services of its judges and staff and all appropriate resources pursuant to the terms of this MOA, consistent with the manner in which CAB provides such services in cases under the PPRA. DCRB is responsible for providing a court reporter for transcribing hearings as requested by CAB and per CAB rules. Periodic status conferences may be held telephonically or virtually and may not require a court reporter.

4. All services shall be provided on a cost reimbursable basis, in an amount not to exceed \$10,000 per fiscal year. This amount may be increased by agreement of the Parties, to reimburse CAB for necessary services exceeding \$10,000 per fiscal year. Payment shall be made in accordance with the following terms:

a. DCRB shall reimburse CAB for the actual costs of services as follows: each panel judge's actual hours spent on the case (with a supporting brief entry of the work provided and hourly time billed to hour increments) multiplied by the sum of: (i) the judge's hourly salary rate, plus (ii) the applicable fringe benefits on the hourly salary rate as determined by the District of Columbia Office of Finance and Resource Management ("OFRM"), plus (iii) an overhead rate of 25 percent of the judge's hourly salary rate (this covers reimbursement for all CAB resources provided under Paragraph 3 above). In addition, the actual hours spent on the case by the CAB General Counsel and Attorney-Advisor shall be reimbursable multiplied by the sum of the applicable hourly rate including fringe benefits. Reimbursement for services rendered shall be calculated using the salary and fringe benefit amounts effective at the time services are rendered.

b. CAB shall submit invoices to DCRB on a quarterly basis, and DCRB shall make prompt and full payment upon presentation of properly invoiced amounts. DCRB payments shall be made via Direct Voucher (exception 22 of the Financial Management and Control Order No. 07-004A and 7 DCMR § 1613.2(k) of the DCRBPR) on invoiced amounts in accordance with the terms of this MOA. Payments shall be made to CAB within fifteen (15) calendar days of the invoice date. The amount paid by DCRB shall not exceed the amount approved by this MOA.

c. Payment shall be made only upon presentation of properly invoiced amounts containing supporting entries indicating: (i) the work provided, (ii) the applicable hourly rate (inclusive of salary and fringe benefits), and (iii) corresponding hourly increments, in accordance with the terms of this MOA. Invoices shall separate by CAB docket number the cost elements of each assigned dispute from DCRB for which services are provided by CAB.

5. CAB and DCRB may extend the term of this MOA by exercising a maximum of four (4) one-year (1) option periods. The total term of this MOA, including the exercise of any

option year, may not exceed five (5) years. The Parties agree that this MOA shall expire on September 30 annually, unless terminated with thirty (90) calendar days written notice by either Party.

6. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option. When exercising an option period, the Parties may decrease the not-to-exceed amount for that option period without further amending or modifying the MOA, notwithstanding Section 7.

7. This MOA may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties. Either Party may terminate this MOA in whole or in part by giving ninety (90) calendar days advance written notice to the other Party. In the event of termination of this MOA, payment to CAB shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then-current fiscal year.

8. Sections 6 and 7 notwithstanding, in the event of termination of this MOA, this MOA shall continue to apply to any matters being adjudicated by CAB pursuant to this agreement.

9. The Parties acknowledge and agree that nothing in this MOA creates a financial obligation in anticipation of an appropriation and that all provisions of this MOA, or any subsequent agreement entered into by the Parties pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly conditioned.

10. As this MOA is funded by the District of Columbia and the D.C. Retirement Fund, and to the extent this MOA is funded by the Federal Government, the Parties acknowledge that they may be subject to scheduled and unscheduled monitoring reviews and audits.

11. CAB shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOA for a period of no less than six (6) years from the date of expiration or termination of this MOA and, upon the request of DCRB or the District of Columbia or Federal Governments, make these documents available for inspection by duly authorized representatives of DCRB and other officials as may be specified by DCRB or the District of Columbia in their sole discretion.

12. The Parties to this MOA shall use, restrict, safeguard and dispose of all information related to services provided by this MOA in accordance with all relevant federal and local statutes, regulations, and policies.

13. The Directors for the respective agencies, or their designees, shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOA. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

14. If goods or services of an agent or third party (e.g., contractor, consultant) are necessary under this Agreement:

- a. CAB shall abide by the provisions of the PPRA to procure the goods or services;
- b. DCRB shall abide by the provisions of the DCRBPR to procure the goods or services of the agent or third party, including, but not limited to, the retention and payment of court reporters consistent with CAB Rule 211 (Hearings).

15. The Parties' points of contact responsible for administration of this MOA are:

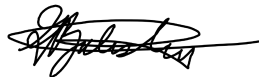
DCRB J.P. "Gianpiero" Balestrieri
 Executive Director
 District of Columbia Retirement Board
 900 7th Street NW, 2nd Floor
 Washington, DC 20001

CAB: Mark D. Poindexter
 General Counsel
 D.C. Contract Appeals Board
 441 4th Street NW, Suite 350N
 Washington, DC 20001
 Phone: (202) 727-6597

Either Party may unilaterally change the point of contact to whom the notice is to be given, or the address for the notice, with ten (10) calendar days advance written notice to the other Party.

DISTRICT OF COLUMBIA RETIREMENT BOARD

BY:



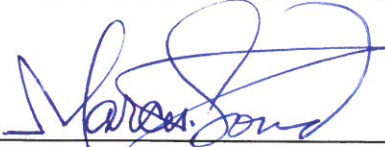
J.P. "Gianpiero" Balestrieri
Executive Director

1/23/2023

Date

DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD

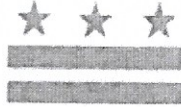
BY:



Marc D. Loud, Sr.
Chief Administrative Judge

1/17/2023
Date

OFFICE OF THE CHIEF TECHNOLOGY
OFFICER
GOVERNMENT OF THE DISTRICT OF COLUMBIA





MOU Routing Slip
OCTO Executive Brief
Form

OCTO Department: Infrastructure/ECIS	Program Manager: Anthony Watkis
Agency: District of Columbia Contract Appeals Board (CAB)	Dollar Amount: \$1,003.20
Date Submitted: 10/26/2018	eMOU#: TO0AF0-2019-01134
Project Description: Office 365 Enterprise License	
Risks: • None	
Challenges: • None	
Urgency: <input type="checkbox"/> Normal <input type="checkbox"/> Rush <input type="checkbox"/> Expedite	

APPROVAL FLOW

NAME/CORRESPONDENCE SYMBOL	REQUIRED ACTION (S)	RELEASED	
		INITIAL	DATE
1. Project Coordinator, Cheryl Harris	Required	CH	10/26/2018
2. General Counsel, Pam Brown	Required	PB	10/26/2018
3. Chief of Staff, Carol Harrison	Required	CAH	10/26/2018
4. Interim CTO, Barney Krucoff	Required	BK	10/26/2018

OFFICE OF THE CHIEF TECHNOLOGY OFFICER GOVERNMENT OF THE DISTRICT OF COLUMBIA ★ ★ ★  		MOU Executive Brief OCTO Division	
OCTO Deputy/Executive: Carol Harrison		Program Manager: Anthony Watkis	
Agency: DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD (CAB)		Dollar Amount: \$1,003.20	
Date Submitted: Oct 23 2018 4:26PM		eMOU#: TO0AF0-2019-01134	
Project Description: This MOU covers CAB for the costs of the Microsoft Office 365 Enterprise license for total of 11 E1 licenses. Cost provided through OCTO's global contract. This amount will be paid to DELL by OCTO on behalf of CAB.			
Risks: None			
Challenges: Collect the fund ASAP			
Urgency: <input type="checkbox"/> Normal <input type="checkbox"/> Rush <input type="checkbox"/> Expedite			



MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD
AND
**DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY
OFFICER**
FOR FISCAL YEAR 2019

MOU Number: TO0AF0-2019-01134

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the **DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD (CAB or "Buyer Agency")** and the **District of Columbia OFFICE OF CHIEF TECHNOLOGY OFFICER ("OCTO" or "Seller Agency")**, collectively referred to herein as the "Parties" and individually as "Party."

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k);

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

This MOU covers CAB for the costs of the Microsoft Office 365 Enterprise license for total of 11 E1 licenses. Cost provided through OCTO's global contract. This amount will be paid to DELL by OCTO on behalf of CAB.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

A. RESPONSIBILITIES OF SELLER AGENCY

The Seller Agency shall:

- (1) Enter into (if it has not yet entered into) and maintain a contract with Microsoft or a certified Microsoft reseller under which Microsoft Office 365 Enterprise E1 cloud-based subscription plan services will be provided to each employee, contractor, or other Participating-Agency- designated person (hereinafter referred to as a "user") of Participating Agency, up to the number of users listed in Appendix A ;
- (2) Under the contract with Microsoft, OCTO shall ensure that the following minimum services will be provided to each user:
 - a. Email services through Outlook/Exchange online with a 50 GB mailbox per user (once the user's mailbox has been migrated to the cloud);

- b. OneDrive for Business with 1 TB of file storage per user;
- c. Skype for Business, allowing instant messages;
- d. Office Online only mode including Word, Excel, PowerPoint, and One Note;
- e. SharePoint Online; and
- f. Chat-based workplaces through Microsoft Teams

(3) OCTO shall provide a quarterly report to the Buyer agency. The quarterly report shall include the following information:

- a. The number of active Microsoft Office 365 Office Enterprise E1 user licenses provisioned to users within the Participating Agency;
- b. The total number of Microsoft Office 365 Office Enterprise E1 user licenses allocated to the Participating Agency (including both provisioned and unprovisioned licenses);
- c. The number of unprovisioned Microsoft Office 365 Office Enterprise E1 licenses allocated to the Participating Agency.

Appendix A

E1 Quantity :11 Unit Price : \$91.20

Total MOU cost for subscription: \$1,003.20

B. RESPONSIBILITIES OF BUYER AGENCY

The Buyer Agency shall make an intra-District transfer to OCTO as required by this MOU, in the amount set forth in Appendix A.

V. DURATION OF MOU

The duration of this MOU shall be for **Fiscal Year 2019**, and shall begin on the later of either **Oct 01, 2018**, or the last date of execution by the Parties, and shall expire on **Sep 30, 2019**, unless terminated in writing by the Parties prior to expiration pursuant to Section VII of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost for goods and/or services under this MOU shall not exceed **\$1,003.20** for Fiscal Year 2019. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided, based on the rates provided in the budget, attached hereto as Appendix A.

Appendix A

E1 Quantity :11 Unit Price : \$91.20

Total MOU cost for subscription: \$1,003.20

B. PAYMENT

(1) Payment for the goods and/or services shall be made through an Intra-District advance by the Buyer

Agency to the Seller Agency based on the total amount of this MOU \$1,003.20.

a. Advances to the Seller Agency for the services to be performed and/or goods to be provided shall not exceed the actual costs of the goods or services or the amount of this MOU.

b. The Seller Agency shall receive the advance and bill the Buyer Agency through the Intra-District process only for those goods and/or services actually provided pursuant to the terms of this MOU.

(2) The Seller Agency shall provide the Buyer Agency with online access to listing of itemized services, as well as upon request of the Buyer Agency, which shall be available online at <https://services.dcnnet.dc.gov>.

(3) The Seller Agency shall:

a. Notify the Buyer Agency within forty-five (45) days prior to the close of the fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year.

b. Return any excess advance to the Buyer Agency by September 30 of the current fiscal year.

(4) In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation, and that all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. TERMINATION

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

VIII. NOTICES

The following individuals are the contact points for each Party:

CAB

Poindexter, Mark (CAB)

441 4th Street, NW, Suite 350-N
Washington, DC 20001
Phone: (202) 727-2841
Email : mark.poindexter@dc.gov

OCTO

Anthony Watkis
Program Manager
200 1ST SE, 5th Floor
Washington, D.C. 20003
Phone : 202-727-7498
Email :Anthony.Watkis@dc.gov

IX. MODIFICATIONS

This MOU may be modified only upon prior written agreement of the Parties. Modifications shall be dated and signed by the authorized representatives of the Parties.

X. CONSISTENT WITH LAW

The Parties shall comply with all applicable federal and District laws, rules and regulations whether now in effect or hereafter enacted or promulgated.

XI. COMPLIANCE AND MONITORING

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

XII. RECORDS AND REPORTS

The Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the Buyer Agency's or the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the Buyer Agency or other officials of the District of Columbia as may be specified by the District of Columbia in its sole discretion.

XIII. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, et seq.) to procure the goods or services.

XIV. RESOLUTION OF DISPUTES


The Parties' Directors or designees shall resolve all adjustments and disputes arising from services performed under this MOU. The decision of the Parties' Directors related to any disputes referred shall be final. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of the Chief Financial Officer, Office of Financial Operations and Systems.

XV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and District statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Buyer Agency.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

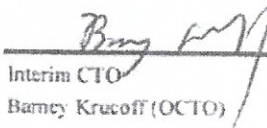
DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD



Marc Lodd

Date: 10/25/18

DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER



Interim CTO
Barney Krucoff (OCTO)

Date: 10/30/18

INTRA-DISTRICT STANDARD REQUEST FORM
Government of District of Columbia

MOU Number: TO0AF0-2019-01134

Date of MOU: 10/23/2018

Buyer Information

Agency Name: CAB
 Name: Marc D. Lund, Chief Judge
 Name of Contact:
 Telephone #: (202) 727-2841
 MDL 10/25/18
 202-727-6597

Agency Code: AFO
 Address: 717 14th Street NW
 MDL 10/25/18
 441 4th St., NW.
 Suite 350N
 Washington, D.C.
 20001
 Fax #:
 Date: 10/25/18

Signature: 

Seller Information

Agency Name: OCTO
 Name of Contact:
 Telephone #:
 Signature:

Agency Code: TO0
 Address: 200 I ST, SE WASHINGTON, DC 20003
 Fax #:
 Date:

Service Information and Funding Codes

GOOD/
SERVICE:

Buyer

AGY	YR	ORG	FUND	INDEX	PCA	OBJ	AOBJ	GRANT	PROJ	AG1	AG2	AG3	AMOUNT
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Seller

AGY	YR	ORG	FUND	INDEX	PCA	OBJ	AOBJ	GRANT	PROJ	AG1	AG2	AG3	AMOUNT
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eMOU Approval History

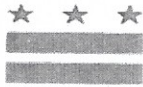
10/23/2018 4:27:54
PM

TO0AF0-2019-01134

Step Name	Name	Status Name	Status Date	Comments
MOU Author Review	Shimul Saha (OCTO)	Approved	10/23/2018 4:27:45 PM	

OFFICE OF THE CHIEF TECHNOLOGY OFFICER

GOVERNMENT OF THE DISTRICT OF COLUMBIA



MOU Executive Brief
OCTO Division

OCTO Deputy/Executive:

Carol Washington

Program Manager:

Anthony Watkis

Agency:

Contract Appeals Board (CAB)

Dollar Amount:

\$11,951.11

Date Submitted:

Mar 29 2017 3:22PM

eMOU#:

TO0AF0-2017-0900

Project Description:

CAB has requested OCTO ECIS to migrate App and file server to the OCTO environment from CAB environment. OCTO will provide two new windows VM and one SQL vm with additional resources for this migration.

Risks:

none

Challenges:

none

Urgency:

Normal

Rush

Expedite

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRACT APPEALS BOARD
AND
OFFICE OF THE CHIEF TECHNOLOGY OFFICER
FOR FISCAL YEAR 2017

MOU Number: TO0AF0-2017-0900

I. INTRODUCTION

This Memorandum of Understanding (this "MOU") is entered into between the **Contract Appeals Board**, ("CAB" or "Buyer Agency") and the **Office of the Chief Technology Officer**, ("OCTO" or "Seller Agency"), collectively referred to herein as the "Parties".

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) (2011Supp.).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

CAB has requested OCTO Enterprise Cloud and Infrastructure Services, ECIS to migrate their Application and file server to the OCTO environment. OCTO will provide two (2) new windows VM and one (1) SQL vm with additional resources for this migration.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

RESPONSIBILITIES OF SELLER AGENCY

Seller Agency is responsible to provide the resource below:

1. One (1) File server with (2 CPU, 2GB RAM, 875 GB storage and backup , OS 2012).
2. One (1) Application server with (2 CPU, 4GB RAM, 326 GB Storage and Backup , OS 2012).
3. One (1) SQL server with (2 CPU, 4GB RAM 320 GB Storage and Backup, SQL2012).

RESPONSIBILITIES OF BUYER AGENCY

CAB and\ or its application vendors will be responsible for installing and configuring individual applications\ systems and databases on servers.

V. DURATION OF THIS MOU

PERIOD

The period of this MOU shall be for **Fiscal Year 2017** from **Oct 01, 2016** through **Sep 30, 2017** unless terminated in writing by the Parties pursuant to Section XI of this **MOU**.

EXTENSION

N/A

VI. FUNDING PROVISIONS

COST OF SERVICES

Total cost for goods and/or services under this MOU shall not exceed **\$11,951.11** for **Fiscal Year 2017**.

PAYMENT

Payment for the actual cost of the goods and/or services shall be made through an Intra-District advance by Buyer Agency to Seller Agency based on the total amount of this MOU.

ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS AND MODIFICATIONS

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

VIII. CONSISTENT WITH LAW

The Parties shall comply with all applicable laws, rules and regulations whether now in effect of hereafter enacted or promulgated.

IX. COMPLIANCE AND MONITORING

Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

X. RECORDS AND REPORTS

Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three years from the date of expiration or termination of this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of Buyer Agency and other officials as may be specified by the District of Columbia in its sole discretion.

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving [14] calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

XII. NOTICES

The following individuals are the contact points for each Party:

Contract Appeals Board

Poindexter, Mark (CAB)

(202) 727-2841

mark.poindexter@dc.gov

Office of the Chief Technology Officer

Anthony Watkis

Anthony.Watkis@dc.gov

XIII. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, *et seq.*) to procure the goods or services.

XIV. RESOLUTION OF DISPUTES

The Director of CAB and the Chief Technology Officer, or their designees, shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the parties cannot resolve a dispute, the matter shall be referred to City Administrator. The decision of the City Administrator related to any disputes referred shall be final. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

XV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Buyer Agency.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

A. BUYER AGENCY


_____ (Chief Judge)

Date: 6/12/17

CONTRACT APPEALS BOARD, DISTRICT OF COLUMBIA

B. SELLER AGENCY

Date:

OFFICE OF THE CHIEF TECHNOLOGY OFFICER

INTRA-DISTRICT STANDARD REQUEST FORM

Government of District of Columbia

MOU Number: TO0AF0-2017-0900

Date of MOU: 04/03/2017

Buyer Information

Agency Name: Contract Appeals Board

Agency Code: AF0

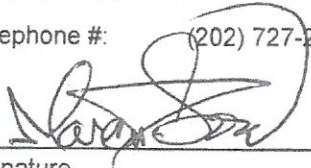
Name of Contact:

Address: 717 14th Street NW

Telephone #: (202) 727-2841

Fax #:

Date: 6/12/17


Signature

Seller Information

Agency Name: Office of the Chief Technology Officer

Agency Code: TO0

Name of Contact:

Address: 200 I ST, SE WASHINGTON, DC

Signature

Date:

Service Information and Funding Codes

GOOD/ SERVICE:

Buyer

AGY	YR	ORG	FUND	INDEX	PCA	OBJ	AOBJ	GRANT	PROJ	AG1	AG2	AG3	AMOUNT
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Seller

AGY	YR	ORG	FUND	INDEX	PCA	OBJ	AOBJ	GRANT	PROJ	AG1	AG2	AG3	AMOUNT
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eMOU Approval History

6/12/2017 10:39:55AM

TO0AF0-2017-0900

Step Name	Name	Status	Status Date	Comments
MOU Author Review	Shimul Saha (OCTO)	Approved	3/29/2017	
OCTO Program Manager Review	Anthony Watkis (OCTO)	Approved	3/29/2017	
OCTO General Counsel Review	Brown, Pamela (DCHR) (OCTO)	Approved	4/3/2017 7:51:41PM	
Deputy CTO Review	Carol Washington (OCTO)	Approved	4/26/2017	
OCTO PMO Quality Control Review	Khaled Falah (OCTO)	Approved	4/26/2017	
OCFO General Counsel Review	Mills, Stacie (OCFO) (OCFO)	Approved	4/27/2017 4:33:11PM	legally sufficient
Strategic Investments Review	Tehsin Faruk (OCTO)	Approved	5/6/2017 11:53:42AM	

**MEMORANDUM OF AGREEMENT BETWEEN
DISTRICT OF COLUMBIA HEALTH BENEFIT EXCHANGE AUTHORITY
AND
DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD**

Pursuant to the authority of § 2-360.03(b) of the Procurement Practices Reform Act of 2010, effective April 8, 2011 ("PPRA," D.C. Law 18-371; D.C. Official Code § 2-360.03(b)) and D.C. Official Code § 1-301.01(k) and §31-3171.06(d)(1), the District of Columbia Health Benefit Exchange Authority ("HBX") and the District of Columbia Contract Appeals Board ("CAB") agree that CAB shall serve as the hearing tribunal for HBX claims and appeals. This memorandum of agreement ("MOA") is made in accordance with the following terms and provisions:

1. Under the Health Benefit Exchange Authority Establishment Act of 2011, effective March 2, 2012 (D.C. Law 19-94; D.C. Official Code § 31-3171.01 et seq.) as amended by the Procurement Practices Reform Exemption Amendment Act of 2014, effective March 14, 2014 (D.C. Law 20-271; D.C. Official Code § 31-3171.04 and § 2-351.01 et seq.), HBX has procurement authority independent of the Office of Contracting and Procurement, subject to only certain provisions of the PPRA. Consistent with this authority, on September 10, 2014, the Health Benefit Exchange Authority Board adopted the District of Columbia Health Benefit Authority Contracting and Procurement Policies and Procedures (September 10, 2014) (available at <http://hbx.dc.gov/node/476592>) (hereinafter the "HBXCPP") to govern procurements of goods and services undertaken by the Authority, including procedures for protests, remedial actions and prohibited conduct. HBX has requested the CAB to serve as the hearing tribunal for appeals and HBX claims.

2. The CAB shall have jurisdiction to review and determine de novo appeals of final HBX decisions by the Executive Director or designated procurement officer and HBX claims consistent with D.C. Code § 2-360.03(a). The CAB acknowledges that HBX is exempt from the PPRA pursuant to D.C. Code § 2-351.05(c) (17). The parties agree that the HBXCPP will govern substantive issues on appeal and claims, as applicable, while the CAB proceedings will be governed by the Board's Rules of Procedure.

3. The CAB shall provide (a) the necessary services of its judges, and (b) the necessary services of its staff and all appropriate resources pursuant to the terms of this agreement, consistent with the manner in which CAB provides such services in cases under the PPRA. HBX is responsible for providing a court reporter for transcribing hearings as requested by CAB and per CAB rules. Periodic status conferences may be held telephonically and may not require a court reporter.

4. All services will be provided on a cost reimbursable basis, in an amount not to exceed \$25,000 per fiscal year. This amount may be increased by agreement of the parties, to reimburse the CAB for necessary services exceeding \$25,000 per fiscal year. Payment shall be made in accordance with the following terms:

a. HBX will reimburse CAB for the actual costs of services as follows: each panel judge's actual hours spent on the case (with a supporting brief entry of the work that is provided and hourly time billed to hour increments) multiplied by the sum of: (i) the judge's hourly salary rate, plus (ii) the applicable fringe benefits on the hourly salary rate as determined by the Office of Finance and Resource Management ("OFRM"), plus (iii) an overhead rate of 25 percent of the judge's hourly salary rate (this covers reimbursement for all CAB resources provided under Paragraph 3 above). In addition, the actual hours spent on the case by the CAB General Counsel and Attorney-Advisor shall be reimbursable multiplied by the sum of the applicable hourly rate including fringe benefits. Reimbursement for services rendered shall be calculated using the salary and fringe benefit amounts effective at the time services are rendered.

b. CAB shall submit invoices to HBX on a quarterly basis, and HBX shall make prompt and full payment upon presentation of properly invoiced amounts. HBX payments shall be by check payable to the District of Columbia Treasurer, and shall include the unique HBX Tax ID number, 46-1542132.

c. Payment will be made only upon presentation of properly invoiced amounts containing supporting entries indicating the work provided and corresponding hourly increments, in accordance with the terms of this MOA. The cost elements of each assigned dispute from HBX for which services are provided by CAB will be kept separate by CAB docket number.

5. The CAB and HBX may extend the term of this MOA by exercising a maximum of five (5) one (1) year option periods. The total term of this MOA, including the exercise of any option clause, may not exceed six (6) years. The parties agree that this MOA shall expire on September 30 annually and shall automatically renew, unless terminated with thirty (30) days written notice by either party.

6. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

7. This MOA may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties. Either Party may terminate this MOA in whole or in part by giving ninety (90) calendar days advance written notice to the other Party. In the event of termination of this MOA, payment to CAB shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

8. Sections 6 and 7 notwithstanding, in the event of termination of this MOA, this MOA shall continue to apply to any matters being adjudicated by CAB pursuant to this agreement.

9. The Parties acknowledge and agree that nothing in this MOA creates a financial obligation in anticipation of an appropriation and that all provisions of this MOA, or any subsequent agreement entered into by the Parties pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly conditioned.

10. As this MOA is funded by the District of Columbia and to the extent this MOA is funded by the federal government, the Parties acknowledge that they may be subject to scheduled and unscheduled monitoring reviews and audits.

11. CAB shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOA for a period of no less than two years from the date of expiration or termination of this MOA and, upon the District of Columbia's request or the federal government requests, make these documents available for inspection by duly authorized representatives of HBX and other officials as may be specified by HBX or the District of Columbia in their sole discretion.

12. The Parties to this MOA will use, restrict, safeguard and dispose of all information related to services provided by this MOA in accordance with all relevant federal and local statutes, regulations, and policies.

13. The Directors for the respective agencies, or their designees, shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOA. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

14. If goods or services of an agent or third party (e.g., contractor, consultant) are necessary under this Agreement:

- a. CAB shall abide by the provisions of the PPRA to procure the goods or services;
- b. HBX shall abide by the provisions of the HBXCPP to procure the goods or services of the agent or third party.

15. The points of contact responsible for administration of this MOA are:

HBX: Melanie Williamson
Associate General Counsel
DC Health Benefit Exchange Authority
1225 I Street, N.W., 4th Floor
Washington, DC 20005
Phone: (202) 727-4063

CAB: Richard K. Rothschild
General Counsel
D.C. Contract Appeals Board
441 4th Street N.W., Suite 350N
Washington, DC 20001
Phone: (202) 727-4109

Either party may unilaterally change the identity of the person to whom the notice is to be given, or the address for the notice, with ten (10) calendar days advance written notice to the other Party.

DISTRICT OF COLUMBIA HEALTH BENEFIT EXCHANGE AUTHORITY

BY:



Mia Kofman
Mila

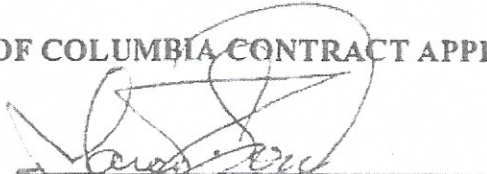
TITLE: Executive Director

DATE:

6/24/15

DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD

BY:



Marc D. Loud, Sr.

TITLE: Chief Administrative Judge

DATE:

6/23/15

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN
DEPARTMENT OF ENERGY AND ENVIRONMENT
AND
DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD**

Pursuant to the authority of § 1003(b) of the Procurement Practices Reform Act of 2010, effective April 8, 2011 ("PPRA," D.C. Law 18-371; D.C. Official Code § 2-360.03(b)), the Department of Energy and Environment ("DOEE") and the District of Columbia Contract Appeals Board ("CAB") agree that CAB shall serve as the hearing tribunal for DOEE's contracts with the Sustainable Energy Utility ("SEU") contractor and the Energy Efficiency Financing Act ("EEFA") administrator. This memorandum of understanding ("MOU") is made in accordance with the following terms and provisions:

1. CAB shall have jurisdiction to review and determine de novo appeals, protests, and DOEE claims consistent with § 1003(a) of the PPRA (D.C. Official Code § 2-360.03(a)) and arising out of DOEE's contracts with the SEU contractor (D.C. Official Code § 8-1774.01) or the EEFA administrator (D.C. Official Code § 8-1778.45). Proceedings before the CAB shall be governed by the Board's Rules of Procedure.

2. CAB shall provide (a) the necessary services of its judges, and (b) the necessary services of its staff and all appropriate resources pursuant to the terms of this agreement and consistent with the manner in which CAB provides such services in cases under the PPRA. DOEE is responsible for providing a court reporter for transcribing hearings as requested by CAB and per CAB rules. Periodic status conferences may be held telephonically and may not require a court reporter.

3. All services will be provided on a reimbursable basis, in accordance with the following terms:

a. DOEE will reimburse CAB for all direct costs calculated as follows: each panel judge's actual hours spent on the case (with a supporting brief entry of the work that is provided and hourly time billed to hour increments) multiplied by the sum of: (i) the judge's hourly salary rate, plus (ii) the applicable fringe benefits on the hourly salary rate as determined by the Office of Finance and Resource Management ("OFRM"), plus (iii) an overhead rate of 25 percent of the judge's hourly salary rate (this covers reimbursement for all CAB resources provided under Paragraph 2(b) above). In addition, the actual hours spent on the case by the CAB General Counsel ("GC") and Attorney-Advisor shall be reimbursable multiplied by the sum of the applicable hourly rate and fringe hourly rate.

b. Billing for reimbursement for services pursuant to this MOU will be effected on a quarterly basis and will be submitted to DOEE by CAB. An intra-District transfer will be arranged by OFRM from DOEE to CAB.

c. The cost elements of each assigned dispute from DOEE for which services are provided by CAB will be kept separate by CAB docket number.

d. The total cost for services under this MOU shall not exceed twenty thousand dollars (\$20,000) for Fiscal Year (FY) 2015.

e. CAB and DOEE may extend the term of this MOU by exercising a maximum of five (5) one (1) year option periods. The total term of this MOU, including the exercise of any option clause, may not exceed six (6) years. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year, and shall expire at the end of the applicable fiscal year. Each one (1) year option period shall take effect automatically unless either Party notifies the other in writing of its intent not to renew the option at least thirty (30) calendar days prior to the expiration of the MOU. The option shall be for one (1) fiscal year and is subject to the availability of funds.

f. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

g. This MOU shall take effect when fully executed, and shall continue in effect through September 30, 2015, unless extended by the exercise of an option period pursuant to section (e) above.

h. Section (g) notwithstanding, in the event of termination of this MOU, this MOU shall continue to apply to any protests and appeals being adjudicated by CAB pursuant to this agreement.

4. The points of contact responsible for administration of this MOU are:

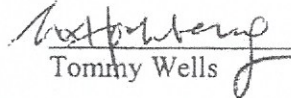
DOEE: Taresa Lawrence
Deputy Director
Department of Energy and Environment
1200 First Street N.E., 5th floor
Washington, DC 20002
Phone: 202-671-3313
Fax: 202- 535-2881

CAB: Mark D. Poindexter
General Counsel
D.C. Contract Appeals Board
441 4th Street N.W., Suite 350N

Washington, DC 20001
Phone: (202) 727-4109

DEPARTMENT OF ENERGY AND ENVIRONMENT

BY:



Tommy Wells

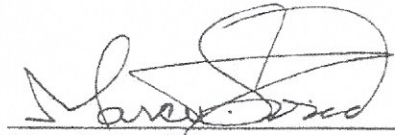
for

TITLE: Director

DATE:

DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD

BY:



Marc D. Loud, Sr.

TITLE: Chief Administrative Judge

DATE: August 19, 2015

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN
WASHINGTON CONVENTION AND SPORTS AUTHORITY
AND
DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD**

Pursuant to the authority of the D.C. Code § 2-309.03(b) (2001 ed.), the Washington Convention Center and Sports Authority ("Authority") and the District of Columbia Contract Appeals Board ("CAB") agree that the CAB shall serve as the hearing tribunal for the Authority. This memorandum of understanding ("MOU") is made in accordance with the following terms and provisions:

1. The CAB shall have jurisdiction to review and determine de novo appeals, protests, and Authority claims consistent with D.C. Code § 2-309.03(a). Proceedings before the CAB shall be governed by the Board's Rules of Procedure ("Rules") except to the extent that the rules are inconsistent with, or impose substantive requirements, that exceed those provided for under the Authority's statutes and regulations relating to procurements. The CAB acknowledges that the Authority is exempt from the District of Columbia Procurement Practices Act (D.C. Code §§ 2-301.1, *et seq.*; the "Act") including the Act's requirement that there be a determination supported by substantial evidence that a procurement is urgent and compelling in order to proceed with award or performance of a contract during the pendency of a bid protest (*see* D.C. Code § 2-309.08(c)(2)) and the requirement that any decision of the Authority to proceed with such an award or performance is subject to review by the CAB (*see* D.C. Code § 2-309.08(c)(3)).

2. The CAB shall provide (a) the necessary services of its judges, and (b) the necessary services of its staff, the creation of an electronic docket of each case, conference and hearing rooms (where needed), and incidental legal research services, electronic and non-electronic courtroom equipment, and supplies directly related to any services and facilities provided by the CAB pursuant to the terms of this agreement. The Authority is responsible for providing a court reporter for transcribing hearings (where needed). Periodic status conferences are generally held telephonically and do not require a court reporter.

3. All services will be provided on a reimbursable basis, in accordance with the following terms:

a. The Authority will reimburse the CAB for all direct costs calculated as follows: the assigned judge's actual hours spent on the case (with a supporting brief description of the work for each day that services are provided and hourly time billed to quarter hour increments) multiplied by the sum of: (i) the judge's hourly salary rate, plus (ii) the applicable fringe benefits on the hourly salary rate as determined by the Office of Finance and Resource Management ("OFRM"), plus (iii) an overhead rate of 25 percent of the judge's hourly salary rate (this covers reimbursement for all CAB resources provided under Paragraph 2(b) above).

b. Billing for reimbursement for services pursuant to this MOU will be effected on a quarterly basis and will be submitted to the Authority by OFRM on behalf of the CAB. The Authority will effectuate payment to CAB via wire transfer as instructed by OFRM.

c. The cost elements of each assigned dispute from the Authority for which services are provided by the CAB will be kept separate by CAB docket number.

4. The points of contact responsible for administration of this MOU are:

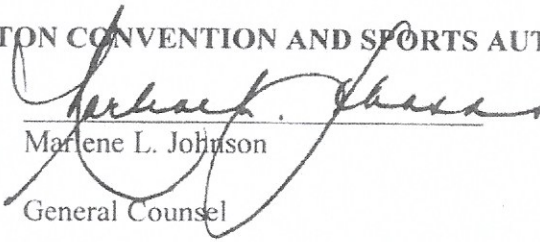
Authority: Marlene L. Johnson
General Counsel
Washington Convention and Sports Authority
801 Mt. Vernon Place, N.W.
Washington, D.C. 20001
202-249-3219

CAB: Richard K. Rothschild
General Counsel
D.C. Contract Appeals Board
717 14th Street, N.W.
Washington, DC 20005
(202) 727-4109

5. This MOU shall remain in effect until terminated by either party upon 60 days notice to the other party. In the event of termination, this MOU shall continue to apply to all ongoing proceedings covered by the MOU.

WASHINGTON CONVENTION AND SPORTS AUTHORITY

BY:

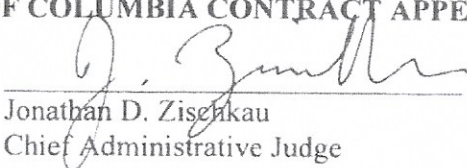

Marlene L. Johnson

TITLE: General Counsel

DATE: December 29, 2009

DISTRICT OF COLUMBIA CONTRACT APPEALS BOARD

BY:


Jonathan D. Zisenkai
Chief Administrative Judge

DATE:

1/5/2010